

Panaji, 15th April, 2011 (Chaitra 25, 1933)

SERIES II No. 2

OFFICIAL GAZETTE

GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

Note:- There is one Extraordinary issue to the Official Gazette, Series II No. 1 dated 7-04-2011 namely: Extraordinary dated 13-04-2011 from pages 15 to 16 regarding Notification from Department of Finance (Revenue & Control Division).

GOVERNMENT OF GOA

Department of Co-operation

Office of the Registrar of Co-operative Societies

Order

No. 1-3-71/EST/RCS(Part)Vol.II/3715

On recommendations of the Departmental Selection Committee, Government is pleased to promote S/Shri V. S. Desai and Alvaro Silva, Special Auditor/Co-operative Officer, to the post of Asstt. Registrar of Co-op. Societies, Group "B" Gazetted, purely on ad hoc basis in the PB—2, ` 9,300-34,800+ ` 4,600/- (GP) and post/transfer, them as shown below.

Sr. No.	Name of the Officer	Presently working	Transfer and posted as on promotion
1	2	3	4
1.	Shri V. S. Desai	Special Auditor/Co-operative Officer in the office of the Registrar of Co-op Societies, Headquarters, Panaji	On promotion as Asstt. Registrar of Co-op. Societies, Central Zone, Panaji.
2.	Shri Alvaro Silva	Special Auditor/Co-op. Officer, O/o Asstt. Registrar of Co-op Societies, South Zone, Margao	On promotion as Asstt. Registrar of Co-op. Societies, Camp Court-II, The Madgaum Urban Co-op. Bank Ltd., Margao.

Consequent upon the posting of the officer at Sr. No. 2 above, Order No. 3-1-81/EST/RCS/Part/3180 dated 4-2-2011 transferring and posting Smt. Shivane S. Borkar, Asstt. Registrar of Co-op. Societies, Camp Court II, Madgaum Urban Co-operative Bank Ltd., Margao stands cancelled and she is repatriated/transferred back to her earlier posting as Asstt. Registrar of Co-op. Societies, Election Cell, South Goa District, Margao until further orders.

The above ad hoc appointment of S/Shri V. S. Desai and Alvaro Silva shall be for the period upto the date of their superannuation i.e. on 30-4-2011 and 31-10-2011 respectively and shall not bestow the promotees any right to claim for regular appointment and the service rendered by them is purely on ad hoc basis shall not be counted for the purpose of seniority in that grade and for the eligibility for promotion to the next higher grade.

The pay and allowances of the promotee shall be debited to the concerned Budget Head.

This order shall come into force from the date of taking over the charge by the concerned officers to the next posting.

By order and in the name of the Governor of Goa.

P. K. Velip Kankar, Registrar of Co-op. Societies & ex officio Joint Secretary.

Panaji, 31st March, 2011.

Order

No. 48-8-2001/TS/RCS/III/3729

In exercise of the powers conferred on me under sub-section (1) of Section 83 of the Goa Co-operative Societies Act, 2001 and Goa Co-operative Societies Rules, 2003, I, P. K. Velip Kankar, Registrar of Co-operative Societies, Goa, pleased to appoint, as Registrar's Nominee

for deciding the disputes arising in any of the Co-operative Societies referred to him by the Registrar of Co-operative Societies, Panaji or Asstt. Registrar of Co-operative Societies, Central Zone, Panaji, Dairy Zone, Ponda, South Zone, Margao, North Zone, Mapusa Election Cell, North Goa District, Panaji Election Cell, South Goa District, Margao as the case may be for the period from 01-04-2011 to 31-03-2012.

P. K. Velip Kankar, Registrar of Co-op. Societies.
Panaji, 1st April, 2011.

In all 28 Advocates (List Enclosed)

He is advised to maintain all the case files in terms of Civil Manual issued by the Hon'ble High Court for the guidance of the subordinate Courts keeping in view the provisions of the Goa Co-operative Societies Rules, 2003. It should be ensured that the judgment should be pronounced within a period of 3 months from the date of conclusion of the final arguments and the order shall not be delayed beyond a period of 2 months from the date of pronouncement of Judgment in accordance with the judgment given by Hon'ble High Court under the Writ Petition No. 281 of 2006 dated 24-8-2006.

Information pertaining to appointments of Registrar's Nominee for deciding the dispute

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|------------------------------|---|---------------------------------|--|
| 1. Adv. Ramakant B. Vernekar | F-5, Champa Vihar, Near Popular High School, Comba, Margao. | 9. Adv. Rajesh Narvekar | Narvekar Chambers, Near Central Bank, Mapusa-Goa. |
| 2. Adv. Mukund V. Pai | S-4, Patto Centre, 2nd floor, Patto, Panaji. | 10. Adv. S. V. Talauliker | 9, Karma Paes Avenue, 2nd floor, Opp. Civil & Criminal Court, Vasco-da-Gama, Goa. |
| 3. Adv. A. A. Jog | 101, Chandra Sadan, Near Hotel Neptune, Panaji-Goa 403 001. | 11. Adv. Yeshwant V. Gauns | H. No. 121-A, Ward No. 5, Nanus Road, Valpoi, Satari Goa. |
| 4. Adv. Ghanashyam Pai | A-1, F-12, First floor, Jairam Apartment, Neugi Nagar, Panaji-Goa. | 12. Adv. M. U. Kenkre | F-2, Ground floor, Sapna Enclave-I, Near Pai Hospital, Vasco-Da-Gama, Goa. |
| 5. Adv. R. P. Pednekar | 3-F-3, Second floor, Rani Pramila Arcade, Panaji-Goa. | 13. Adv. N. P. Gaunekar | H. No. 497, St. Francisco Ward, Goa Velha, Tiswadi-Goa. |
| 6. Adv. Suhas Thali | 1st floor, Sehra Apartment Near Mahalaxmi Temple, Panaji-Goa. | 14. Adv. B. S. Gaunkar | 850/A, Parvati Niwas, Journalist Colony, Alto-Betim, Bardez-Goa. |
| 7. Adv. K. N. Rao | G-4, Mahalaxmi Apartment, Near Vithal Mandir, Comba, Margao-Goa. | 15. Adv. Shivprasad V. Manerkar | Albuquerque Apts., 1st floor, Near Vaidya Hospital, Panaji-Goa. |
| 8. Adv. Sanjay M. Chodankar | 203, 2nd floor, Damodar Phase I, Near Gomant Vidya Niketan, Margao-Goa. | 16. Adv. Kishor L. Bhagat | H. No. 210, Deulwada, P. O. Marcela-Goa. |
| | | 17. Adv. Suhas K. Kundaikar | Gurudas Baba Niwas, Opp. Maruti Mandir, Warkhande-Ponda, Goa 403 401. |
| | | 18. Adv. Anant C. Pansekar | S-4, 2nd floor, Fatima Chambers, Dr. Atmaram Borker Road, Opp. Hotel Samrat, Panaji-Goa. |
| | | 19. Adv. Vallabh Falari | Antil Peth, F-10, Paul Tower, Near Petrol Pump, Bicholim-Goa. |
| | | 20. Adv. Rajkumar Naik | Shop No. 54 /Second floor, Apna Bazar Bldg., Vasco-da-Gama. |
| | | 21. Adv. Shilpa V. Shirgaonkar | Lower Harvalem, H. No. 777, Post Pratap Nagar, Sankhali-Goa. |
| | | 22. Adv. Amol Thali | 302, 3rd Floor, Vagle Vision, 18th June, Road, Panaji. |
| | | 23. Adv. Vishnu Rama Naik | Rudreshwar Colony, Near Kadamba Bus Stop, Lower Harvalem, Sankhali-Goa. |
| | | 24. Adv. Prashant Agarwal | House No. 469/1, Dosoxir Waddo, Assagao, Bardez-Goa. |

25. Adv. Mrs. Reena D. Naik Rasaikar Flat No. 5, 3rd Floor, Prasheel Co-op. Housing Society, behind Canara Bank, Ponda 403 401.
26. Adv. Shilpa N. Pednekar Gaonkarwada, Maem, Bicholim-Goa.
27. Adv. Anand K. Desai A 2, IInd Floor, Antonate Mansion, Behind Grace Church, Margao-Goa 403 601.
28. Adv. Arun A. Sinai Talaulikar F-2, Anusuya Apts., Nr. Sateri Temple, Amaral, Taleigao-Goa.

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Department of Finance

Directorate of Accounts

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Order

No. DA/Admn/14-58/2011-12/01

Sanction of the Government is hereby accorded to re-employ Shri Guruprasad U. S. Kunkolienkar, retired Joint Director of Accounts on contract basis in the Pay Band of ` 15,600-39,100+G. P. of ` 6,600/- for a period of one year w.e.f. 6-4-2011 and place his services at the disposal of the Office of Chief Electrical Engineer, Panaji.

Separate orders shall be issued by the office of the Chief Electrical Engineer assigning specific tasks/jobs.

The above re-employment is subject to execution of an agreement by the said Shri Guruprasad U. S. Kunkolienkar specifying the terms and conditions of his re-employment. He shall draw emoluments in terms of C.C.S (Fixation of pay of re-employed Pensioners) Orders, 1986.

The pay and allowances of Shri Kunkolienkar shall be debited to the Head of Account controlled by the office of the Chief Electrical Engineer.

The above re-employment shall not affect any promotional avenues to the eligible Accounts Officers/Dy. Director of Accounts.

By order and in the name of the Governor of Goa.

P. S. Gude, Director of Accounts & ex officio Joint Secretary.

Panaji, 6th April, 2011.

Order

No. DA/Admn/45-3/11-12/TR-122/2

On the recommendation of the D. P. C. as conveyed by the Goa Public Service Commission vide their letter No. COM/II/11/1(2)/02-08/Vol-V/365 dated 02-03-2011, Government is pleased to promote the following Accountants under Common Accounts Cadre to the post of Assistant Accounts Officer (Group 'B' Gazetted) in the pay band PB—2 ` 9,300-34,800 plus Grade Pay of ` 4,600/- on regular basis with effect from the date of taking over the charge of the post:

1. Shri Chandrashekar L. Parab.
2. Shri Sheikh Altaf Ahmed.
3. Shri Agnelo A. Fernandes.
4. Shri Rudreshwar V. Shetye.
5. Shri Arun D. Sawant.
6. Smt. Mugdha D. Naik.

Government is further pleased to order the postings and transfers of the following Assistant Accounts Officers as under:

Sr. No.	Name of the Officer	Posted on promotion/ /transfer
1.	Shri Chandrashekar L. Parab	O/o Captain of Ports, Panaji-Goa vice Shri Peter L. Furtado, Assistant Accounts Officer promoted.
2.	Shri Shaikh Altaf Ahmed	Goa Medical College, Bambolim vice Smt. Sunita Bhisse, Assistant Accounts Officer promoted.
3.	Shri Agnelo A. Fernandes	Department of Printing & Stationery, Panaji vice Shri Narayan K. Gaonkar, Assistant Accounts Officer promoted.
4.	Shri Rudreshwar V. Shetye	Directorate of Panchayat, Panaji vice Shri Shrikant Phaldessai, Assistant Accounts Officer transferred.
5.	Shri Arun D. Sawant	Directorate of Accounts, Panaji vice Shri Pramod M. Singbal, Assistant Accounts Officer transferred.
6.	Smt. Mugdha D. Naik	Directorate of Accounts, Panaji against vacant post.

Further transfer and posting of following Assistant Accounts Officer is ordered as under:

Sr. No.	Name of the Officer	Posted on promotion/ /transfer
1.	Shri Pramod M. Singbal	Directorate of Accounts, South Branch Office, Margao vice Shri Sanjay Prabhu, Assistant Accounts Officer transferred.
2.	Shri Sanjay Prabhu	O/o Superintending Engineer, Circle I, Electricity Department, Margao against vacant post.
3.	Shri Dnyaneshwar U. Naik	Directorate of Social Welfare, Panaji vice Smt. Radha D. Naik, Assistant Accounts Officer promoted.
4.	Shri Shrikant N. Phaldessai	O/o Assistant Director of Education, Central Education Zone, Panaji, Goa vice Shri Dnyaneshwar U. Naik, Assistant Accounts Officer transferred.

The newly promoted Officers shall be on probation for a period of two years. They should exercise an option for fixation of pay under F.R. 22 (I)(a)(1) within one month from the date of promotion.

The newly promoted Officers at Sr. Nos. 1, 4, 5 and 6 shall continue to hold the charge of the post of Accountant in addition to their duties as Assistant Accounts Officer, till such time, regular substitutes are posted.

Shri Surya G. Chodankar, Assistant Accounts Officer who is presently working in the Directorate of Accounts, Panaji shall hold the additional charge of the post of Assistant Accounts Officer in the O/o Medical Superintendent, Asilo Hospital, Mapusa, Goa as a temporary stop gap arrangement for 2 days in a week thereby relieving Shri R. L. Mandrekar, Dy. Director of Accounts/Accounts Officer of additional duties.

On joining their new assignment, the Officers shall send CTC/Joining Report to this Directorate.

By order and in the name of the Governor of Goa.

P. S. Gude, Director of Accounts & ex officio Joint Secretary.

Panaji, 11th April, 2011.

Department of Industries

Order

No. 3/19/2009-IND

On recommendation of the Departmental Promotional Committee as conveyed by the Goa Public Service Commission conveyed vide their letter No. COM/II/11/25(1)/96/399 dated 28-03-2011, Governor of Goa is pleased to promote Shri M. A. G. Muzawar, Extension Officer (Industries) in the Directorate of Industries, Trade and Commerce, Panaji, to the post of Industries Officer, (Group 'B' Gazetted) in the pay band PB—2, ` 9,300-34,800-plus Grade Pay of ` 4,200/- on regular basis with immediate effect.

Shri Muzawar shall be on probation for a period of two years. He shall exercise option for fixation of pay within a period of one month from the date of issue of order.

By order and in the name of the Governor of Goa.

Vasanti H. Parvatkar, Under Secretary (Industries).

Porvorim, 6th April, 2011.

Department of Inland Waterways

Captain of Ports

Addendum

No. A 11052/Est/Part/1354

Read: Order No. A 11052/Est/Part/383 dated 28-01-2011.

The following para may be added to the above referred order.

"He shall draw his salary from the Budget Head of Accounts as under:

- 3051 — Ports & Lighthouses.
- 02 — Minor Ports.
- 103 — Dredging & Surveying.
- 03 — Hydrographic Survey Organization (N.P.).
- 01 — Salaries".

By order and in the name of the Governor of Goa.

Capt. James Braganza, Captain of Ports & ex officio Joint Secretary.

Panaji, 29th March, 2011.

Department of Labour

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Order

No. 28/6/2011-LAB

Whereas the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Parle Agro Refreshing India (Parle International - a Unit of Parle Agro Private Limited), having its registered office in Mumbai and Local office at Aquem-Baixo, Goa and its workperson Shri Sandip Tanaji Borkar in respect of the matter specified in the Schedule hereto (hereinafter referred to as the "said dispute");

And whereas the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (hereinafter referred to as the "said Act"), the Government of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa at Panaji-Goa, constituted under Section 7-A of the said Act.

SCHEDULE

- "(1) Whether Shri Sandip Tanaji Borkar can be construed as a 'Workman' as defined under clause (5) of Section 2 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947)?
- (2) If the answer to the issue No. (1) above is in the affirmative, then, whether the action of the management of M/s. Parle Agro Refreshing India (Parle International - a Unit of Parle Agro Private Limited), having its registered office in Mumbai and Local Office at Aquem-Baixo, Goa in terminating the services of Shri Sandip Tanaji Borkar with effect from 25-11-2009, is legal and justified?
- (3) If the answer to issue No. (2) above is in the negative, then, to what relief the workperson is entitled?"

By order and in the name of the Governor of Goa.

Vasanti H. Parvatkar, Under Secretary (Labour).
Porvorim, 6th April, 2011.

Notification

No. 28/1/2011-LAB

The following award passed by the Industrial Tribunal-cum-Labour Court-I, at Panaji-Goa on 04-03-2011 in reference No. IT/11/07 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Vasanti H. Parvatkar, Under Secretary (Labour).
Porvorim, 7th April, 2011.

IN THE INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I AT PANAJI

(Before Smt. Anuja Prabhudessai, Hon.
Presiding Officer)

Ref. No. IT/11/07

Shri Nandalal R. Pednekar,
H. No. 1452,
Madel, Tivim,
Bardez-Goa.

... Workman/Party I

V/s
M/s. Xavier & Sons,
Tailors & Cloth Merchants,
Near Cine Alankar,
Mapusa-Goa.

... Employer/Party II

Party I/Workman is represented by Adv. Laximikant Fadthe.

Party II/Employer are represented by Adv. G. K. Sardesai.

AWARD

(Passed on this 4th day of March, 2011)

By order dated 31-1-2007 the Government of Goa in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 has referred the following dispute for adjudication.

- "(1) Whether Shri Nandalal R. Pednekar, Tailor can be construed as a Workman as per clause (3) of Section 2 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947)?
- (2) If the answer to the issue No. (1) above is in the affirmative, then, whether the action of the management of M/s. Xavier and Sons, Tailors and Cloth Merchants, Mapusa, in terminating the services of Shri Nandalal R. Pednekar, Tailor, with effect from 02-04-2005, is legal and justified?

- (3) If the answer to the issue No. (2) above is in the negative, then, to what relief the Workman is entitled?

2. On receipt of the reference IT/11/07 was registered. Notices were issued to both parties, pursuant to which the Party I has filed his claim statement at Exb. 7 and Party II has filed its written statement at Exb. 12. The rejoinder of Party I is at Exbt 12 A.

3. The Party I has stated that he was working for the Party II as a Tailor since 1978. The Party I has stated that he was specialized in stitching suits and that he was paid Rs.1800/- per week. In the year 1993, when he got visa to go abroad, he requested the Party II to grant him leave for one year and also to issue work experience certificate. Late Shri Xavier Fernandes, the Partner of the Party II and his son Albert Fernandes issued the said certificate in the year 1993. The Party I has stated that said Albert Fernandes, had written a letter dated 9-12-1993 and obtained his signature on the same. The said letter was false and fraudulent and he had signed the same without knowing the contents and in good faith.

4. The Party I has stated that in the year 1994 he returned from abroad and continued to work with Party II as a tailor. The Party I has stated that sometime in the year 2005, Shri Albert Fernandes told him not to join the duty from the next day. Despite such instructions the Party I went to work on the next day but he was scolded and his services were terminated without any reason and explanation. The Party I has stated that Party II has not paid his dues and his termination is illegal. The Party I has therefore sought reinstatement with all consequential benefits.

5. The Party II has stated that the Tribunal has no jurisdiction to adjudicate upon the dispute. The Party II has further stated that it is not an "Industry" and that the Party I is not a "Workman" within the meaning of the Section 2 (j) and 2 (s) of the Industrial Disputes Act. The Party II has also denied the employee and the employer relationship.

6. The Party II has further stated that the Party I had requested for some tailoring job specially in stitching coats on a condition that he would take cloth required for stitching coat, and would stitch the coat at his residence and that he would charge Rs. 300/- per coat. The Party II acceded to the request of the Party I. Accordingly the Party I used to take the stitching material and used to stitch coat at his residence and on delivery of the coat he used to collect Rs. 300/- per coat.

7. The Party II has stated that sometime in the year 1987, the Party I obtained work certificate in order to take up job abroad. The Party II has denied that it had terminated the services of Party I. The Party II has stated that vide letter dated 9-12-1993, the Party I had resigned from services with immediate effect and had collected all the dues and thereafter stopped coming to the shop. The Party II has stated that the Party I is gainfully employed and that he is not entitled for any reliefs.

8. Based on the aforesaid pleadings the following issues were framed.

ISSUES

- 1) Whether this Industrial Tribunal has jurisdiction to try and to entertain the reference?
- 2) Whether the Party I is Workman within the meaning of Section 2 (s) of I. D. Act, 1947?
- 3) Whether Party II is an Industry as defined in Section 2 (j) of I. D. Act, 1947?
- 4) Whether there is employee and employer relationship between Party I and Party II?
- 5) Whether Party II terminated services of Party I?
- 6) Whether termination of service of Party I is legal and justified?
- 7) Whether salary and bonus is due to Party I from Party II. If yes, what is Quantum?
- 8) To what relief the Party I is entitled?
- 9) What Award?

9. The evidence of the parties was partly recorded. In the course of the proceeding it was felt that matter could be solved amicably. Hence, Lnd. Adv. P. J. Kamat was appointed as a Mediator. Pursuant to the mediation, of Lnd. Adv. Shri P. J. Kamat, the parties have arrived at an amicable settlement. The parties have placed on record the consent terms which are at Exbt. 36. The said consent terms are signed by both parties and their respective Advocates. The terms are agreeable to both parties and in my considered view are in the interest of the Workman. Hence, Award is passed in terms of consent terms which are as under:

1. It is agreed between the parties that the Party II establishment shall pay an amount of Rs. 20,000/- (Rupees Twenty thousand only) to the Party No. I Mr. Nandalal Pednekar in full and final settlement of the present dispute.

2. It is agreed between the parties that in view of the above, the Party No. I shall not claim any relief against the Party No. II and his dispute with the Party No. II is finally/ conclusively settled.
3. It is agreed between the parties that the amount agreed in Para (1) above shall be paid within 15 (Fifteen) days from the filing of the present consent terms.
4. It is also made clear between the parties that the present settlement is arrived at without prejudice to the respective stands taken by both the parties in the present matter and this terms/settlement should not be considered as precedent in any other similar matter which may come up before this Honourable Court or any other authority in future.

Inform the Government accordingly.

Sd/-
(A. Prabhudessai),
Presiding Officer,
Industrial Tribunal-
-cum-Labour Court-I.

Notification

No. 28/1/2011-LAB

The following award passed by the Industrial Tribunal-cum-Labour Court-I, at Panaji-Goa on 18-03-2011 in reference No. IT/57/02 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Vasanti H. Parvatkar, Under Secretary (Labour).
Porvorim, 7th April, 2011.

IN THE INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I AT PANAJI

(Before Smt. Anuja Prabhudessai, Hon'ble
Presiding Officer)

Ref. No. IT/57/02

Shri Santosh R. Shirodkar
Vithalapur, Sanquelim,
Goa.
V/s

... Workman/Party I

Village Panchayat,
Sanquelim, Virdi,
Harvalem, Goa.

... Employer/Party II

Party I/Workman is represented by Adv. A. Kundaikar.

Party II/Employer not represented by any Advocate/Representative.

AWARD

(Passed on this 18th day of March, 2011)

In exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947, the Government of Goa has referred the following dispute for adjudication.

- "(1) Whether the action of the Village Panchayat, Sanquelim, Harvalem & Virdi, Goa in terminating the services of Shri Santosh R. Shirodkar, with effect from 15-9-95, is legal and justified?
- (2) If not, to what relief the Workman is entitled?"

2. On receipt of the reference IT/57/2002 was registered. Notices were issued to both parties. The Party I has filed his claim statement at Exb. 3. The Party II has filed its written statement at Exb. 5. The rejoinder of the Party I is at Exb. 6.

3. It is the case of the Party I that he was in service with the Party II as a Peon since 1982. The Party I has stated that though he was appointed as Peon he was designated as Supervisor in order to deprive him the benefits of "Workman". The Party I has stated that he has not performed supervisory duties and that he was doing manual work such as cleaning the trenches, serving notices and collecting taxes and other works. He was paid consolidated salary of Rs. 600/- however, in the cash book his salary was shown as Rs. 500/- per month.

4. The Party I has stated that he was issued memorandum dated 17-4-95 and pursuant to the said memorandum he was placed under suspension. He had filed his reply to the said memorandum and had also appeared before the enquiry committee wherein his statement was recorded. The Party I has stated that he was not cross examined and that the Party II had also not led any evidence. The Party I has stated that by order dated 15-9-95 he was dismissed from service without paying monthly salary and without issuing any notice.

5. The Party I has stated that he is a Workman within the meaning of Section 2(s) of the Act. He was not issued any charge-sheet and that

the Party II had not proved the misconduct by acceptable evidence. Party I has stated that his dismissal is in violation of the principles of natural justice and the dismissal order is malafide and illegal. The Party I has therefore sought reinstatement with all consequential benefits.

6. The Party II has stated that the Party I was engaged as a Supervisor. The Party II has stated that the Party I is not a "Workman" within the meaning of Section 2(s) and that it is not an industry within the meaning of Section 2(j) of the Industrial Disputes Act. The Party II has further stated that the Party I has alternate, adequate and efficacious remedy under the Goa Panchayat Raj Act and that the Tribunal has no jurisdiction to decide the dispute.

7. The Party II has stated that vide letter dated 2-2-95 the Party I had made false and baseless allegations against the Panchayat and its officers and had thereby committed gross and serious misconduct. The Party I was issued a memo dated 15-2-95, the explanations submitted by the Party I was found unsatisfactory. It is further alleged that the Party I had collected the disbursement book bearing No. DSNMY/BIC/San Harvalem 9/91/92 of one I.P.A. beneficiary by name Smt. Radhabai Hazare and had taken her thumb impression on two blank papers with an intention of filing false complaint against the Panchayat and its officers. Hence, memo dated 17-5-95 was issued to the Party I and his explanation was sought. Another memo dated 23-3-1995 was issued to the Party I in view of his unauthorized absence. The Party I was placed under suspension and vide order dated 25-3-1995 an enquiry committee was constituted to look into the allegations of misconduct. The committee submitted its report holding that the charges levelled against the Party I were proved. Hence by order dated 15-9-95 the services of the Party I were terminated with immediate effect. The Party II has stated that the services of the Party I were terminated for gross and serious misconduct. The action taken against the Party I is legal and justified. The Party II has also sought permission to adduce evidence in case it is held that the enquiry is not fair and proper and or is held to be vitiated for any other reasons.

8. On the basis of evidence following issues were framed.

1. Whether the Party II proves that the charges of misconduct are proved by acceptable evidence?
2. Whether the Party I proves that termination of his service is malafide and by way of victimization?

3. Whether the Party I proves that the action of the Party II in terminating his service from 15-9-95 is illegal and unjustified?

4. Whether the Party II proves that it is not an industry as defined under the Industrial Disputes Act, 1947?

5. Whether the Party I proves that he is a Workman within the meaning of Sec. 2(s) of the Industrial Disputes Act, 1947?

6. Whether the Party II proves that this Tribunal has no jurisdiction to decide the dispute?

7. Whether the Party I is entitled to any relief?

8. What Award?

9. Ld. Adv. Shri Kundaikar has argued that on behalf of the Party I. The Party II has neither adduced evidence nor advanced arguments despite opportunity given. I have perused the records and considered the evidence adduced by the Party I and the arguments advanced by Shri Kundaikar.

10. I shall first discuss the issues Nos. 4, 5 and 6 being jurisdictional issues.

Issue No. 5: The contention of the Party I is that he was employed with Party II and he was performing duties such as cleaning trenches, serving notices, collecting taxes, regulating vendors in the market etc. The Party I therefore claims that he is a 'Workman' within the meaning of Section 2(s) of the Act, whereas the Party II, while denying the status of the Party I as a Workman has claimed that Party I was employed in managerial and administrative capacity and he was performing supervisory duties.

11. In view of these rival contentions, the issue which falls for my determination is whether the Party I is a 'Workman' within the meaning of Section 2(s) of the Act. 'Workman' as defined under the Act means:

"any person (including an apprentice) employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied, and for the purposes of any proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of, that dispute, or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person-

(i)

(ii)

(iii) *who is employed mainly in a managerial or administrative capacity; or*(iv) *who, being employed in a supervisory capacity, draws wages exceeding one thousand six hundred rupees per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature."*

12. In the instant case, the Party I has stated that though he was appointed as a peon, he was designated as a Supervisor. The Party I has admitted in his cross examination that in the letters dated 20-2-95 (Exb. 26) and 24-4-95 (Exb. 27) he had stated his designation as a Supervisor. The Party I has also admitted that in the letter dated 17-10-95 (Exb. 28) which was addressed to the Party II by the union, the designation of Party I was stated to be 'Supervisor'. The Party I has also admitted that in his evidence in criminal case No. 47/5/02 before the JMFC Bicholim, he had stated that he was working in the Panchayat as 'supervisor as Peon'.

13. It need not be emphasized that in determining the status of an employee, his designation is not decisive, what determines the status of an employee is the consideration of nature of duties and functions assigned to him. In the instant case the Party I has deposed that he was performing duties such as serving notices, collecting tax, cleaning trenches, regulating vendors etc. These duties are certainly the duties performed by the 'Workman' within the meaning of Section 2(s) of the Act.

14. It is to be noted that in para 2(a) of the written statement the Party II had stated that the Party II was employed in managerial/ administrative capacity. The Party I had denied the said averment in his affidavit in rejoinder and had also denied the suggestion to that effect in his cross examination. Apart from the vague averment made in para 2(a) of the written statement & suggestion in the cross examination, there are neither pleadings nor evidence as regards the nature of duties performed by the Party I. The Party II has thus failed to prove that the duties performed by Party I could be classified as managerial, administrative or supervisory duties. In the absence of such evidence, the evidence adduced by the Party I cannot be discarded. Hence, it cannot be held that the Party I was appointing in managerial or administrative capacity or that he was doing supervisory work.

15. It is also to be noted that the pleadings in the claim statement and the evidence adduced by the Party I amply proves that he was paid salary of Rs. 600/- per month. Though the Party II has denied these pleadings, the Party II has neither pleaded nor proved that the Party I was drawing wages exceeding Rs. 1,600/- per month. Consequently, the Party II has failed to prove that the Party I falls under the excluded category of the section.

16. The evidence of the Party I amply proves that he was performing duties which bring him within the ambit of definition of Workman and hence he is held to be a 'Workman' within the meaning of Section 2(s) of the Act.

17. *Issue Nos. 4 & 6:* The Party II had stated that it is not an industry within the meaning of Section 2(j) of the Act and that the Tribunal had no jurisdiction to adjudicate upon the dispute. It may be mentioned here that the Party II has neither adduced any evidence nor advanced any arguments in support of its contention.

18. Be that as it may, the scope of the definition 'industry' was considered and reviewed by the Apex Court, in the case of *Bangalore Water Supply and Sewerage Board v/s Rajappa & others 1978 Lab I C. 467*. In para 60 of the Judgment of apex court has laid down the following test to find out whether the establishment is an industry or not

- (a) *Where (i) systematic activity (ii) organized by co-operation between employer and employee (the direct and substantial element is chimerical (iii) for the production and/or distribution of goods and services calculated to satisfy human wants and wishes (not spiritual or religious but inclusive of material things or services geared to celestial bliss i.e. making on a large scale Prasad or food) prima facie, there is an industry in that enterprise.*
- (b) *Absence of profit motive or gainful objective is irrelevant, be the venture in the public, joint private or other sector.*
- (c) *The true focus is functional and decisive test is the nature of the activity with special emphasis on the employer-employee relations.*
- (d) *If the organization is a trade or business it does not cease to be one because of philanthropy animating the undertaking.*

19. Under the Goa Panchayat Raj Act the Panchayat undertakes work such as constructing,

maintaining roads, bridges, drainage, providing water supply etc. These are not sovereign or legal functions or activities which are exempted from the definition of 'Industry' but are welfare activities meant for the welfare of the people. Under the circumstances and in the light of judgment of the Apex Court in the case of Bangalore Water Supply & Rajappa and others (supra) the Party II is held to be an 'industry'.

20. The records clearly indicate that the dispute which is referred to this Tribunal between the Party I 'Workman' and the Party II employer which is an 'industry'. The dispute is connected with the employment/non employment of the Party I/Workman hence the dispute is an 'Industrial Dispute' within the meaning of Section 2(k) of the Act and this Tribunal has jurisdiction to adjudicate upon the same. Hence issue Nos. 4 & 6 are answered in the negative.

21. *Issue No. 1:* It is not in dispute that the services of the Party I were terminated for alleged misconduct. The Party II had admittedly not conducted any enquiry before terminating the services of the Party I. The Party II had sought leave to adduce the evidence as regards the charges of misconduct. Despite opportunities given, the Party II has not adduced any evidence to prove charges of misconduct levelled against the Party I. Consequently, there is absolutely no evidence to prove that the Party II had committed any misconduct which warranted any penal action. Hence issue No. 1 is answered in the negative.

22. *Issue Nos. 2 & 3:* The Party I has stated that his termination was malafide, by way of victimization and hence the same is illegal and unjustified. The Party I has not led any evidence as regards victimization. Nonetheless, the evidence adduced by the Party I indicates that he was employed with the Party II since 1987. He was issued memos dated 15-7-95 dated 25-3-95 (Ex. 22), and dated 15-7-95 (Exb. 20) wherein it was alleged that the Party I had conducted acts of insubordination and that he was guilty of habitual late attendance and absence. It was also alleged that the Party I had made some false allegations against Secretary and Panchayat. By letter dated 2-8-95 Exb. 24 the Party I was given an opportunity to adduce documentary evidence before the committee and by order dated 15-9-95 (Exb. 25) the Party I was informed that the committee had submitted the report wherein it had held that the charges levelled against the Party I were held to be proved and as such the services of the Party I were terminated

w.e.f. 15-9-95. The termination was not preceded by any enquiry. As stated earlier the Party II has also not adduced any evidence before the Tribunal to prove the alleged misconduct. This being the case the issue Nos. 2 & 3 are answered in affirmative.

23. *Issue No. 7:* It may be mentioned here that the services of the Party I were terminated in the year 1996. Over fourteen years have lapsed since the date of his termination. There is no evidence to indicate that the Party I is unemployed since the date of his termination or that the post occupied by him is still vacant. In my considered view this is not a fit case for reinstatement and the interest of justice would be met if the Party I is awarded compensation. Considering the fact that the Party I was in service for about fourteen years, in my considered view compensation of Rs. 25,000/- is held to be just and fair compensation.

Under the circumstances and in view of discussion supra, I pass the following order.

ORDER

The action of the Village Panchayat, Sanquelim, Harvalem & Viridi, Goa in terminating the services of Shri Santosh R. Shirodkar, with effect from 15-9-95, is illegal and unjustified. The Party II is directed to pay to the Party I compensation of Rs. 25,000/- within three months from the date of the Award, failing which the Party II shall be liable to pay interest at the rate of 10 percent from the date of the Award till the actual payment.

Sd/-
(A. Prabhudessai),
Presiding Officer,
Industrial Tribunal-
cum-Labour Court-I.

Notification

No. 28/1/2011-LAB

The following award passed by the Industrial Tribunal-cum-Labour Court-I, at Panaji-Goa on 23-03-2011 in reference No. IT/26/96 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor
of Goa.

Vasanti H. Parvatkar, Under Secretary (Labour).
Porvorim, 7th April, 2011.

IN THE INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT-I AT PANAJI(Before Smt. Anuja Prabhudessai, Hon'ble
Presiding Officer)

Ref. No. IT/26/96

Shri N. P. S. Kunkolienkar,
Cuncolim,
Mardol, Goa.

... Workman/Party I

V/s

The Goa Urban Co-operative Bank Ltd.,
Head Office,
Panaji, Goa.

... Employer/Party II

Party I/Workman is represented by Adv. P. J. Kamat.

Party II/Employer is represented by Adv. G. K. Sardessai.

AWARD

(Passed on this 23rd day of March, 2011)

In exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947, the Government of Goa has referred the following dispute for adjudication.

"(1) Whether the action of the Goa Urban Co-operative Bank Ltd., Panaji, Goa in terminating the services of Shri N. P. S. Kunkolienkar, Peon with effect from 6-5-95 is legal and justified?

(2) If not, to what relief the workman is entitled?"

2. On receipt of the reference IT/26/96 was registered. Notices were issued to both parties, pursuant to which the Party I has filed his claim statement at Exb. 5. The Party II has filed its written statement at Exb. 6. The rejoinder of the Party I is at Exb. 7.

3. The Party I was employed with the Party II as a Peon w.e.f. 28-3-83. The Party I has stated that for the first time during his tenure the Party II had issued to him show cause notice dated 24-6-94. The Party I has stated that since he was not well versed in English language, he approached a person to prepare his reply and that he signed the said reply without knowing the contents. Thereafter, the Party II issued to him second show cause notice dated 2-7-94 whereby he was called upon to show cause on the proposed punishment of dismissal. He filed his reply dated 5-7-94 and explained that earlier reply dated 25-6-94 was sent without understanding the contents of the same. He was served with a charge-sheet dated 2-8-94

alleging that a complaint dated 20-6-94 was received from Abdul Khan a customer of the bank alleging that he was regularly depositing his loan installments through the Party I and upon verifying his loan statement he had found a difference of Rs. 25,000/-. The Party I was charged for wilful damage or attempt to cause damage to the property of the employer or any of its customers and doing any acts prejudicial to the interest of the bank under clause (d) and (j) of the settlement dated 14-10-92.

4. An enquiry was conducted into the said charge-sheet. The Party I has stated that he was not given opportunity to reply to the said charge-sheet and that the enquiry was not fair and proper. The Party I has further stated that he was not paid subsistence allowance as required under the law. The Party I contended that the enquiry was in violation of the principles of natural justice. The Party I further contended that the findings of the Inquiry Officer are perverse. The Party I has further stated that the punishment of dismissal was harsh, illegal and unjustified and hence he is entitled for reinstatement with all consequential benefits.

5. The Party II has stated that in his reply dated 25-6-94 the Party I had admitted having manipulated the entries in the ledger and having misappropriated the amount entrusted to him by Mr. Abdul Khan for depositing the same into his loan account. The Party II has further stated that the Party I was issued a charge-sheet and that the enquiry was conducted in strict compliance of the principles of natural justice. The Party II has stated that reasonable opportunity was given to the Party I to participate in the enquiry and defend himself. The Enquiry Officer has held the Party I guilty of the charge of misconduct. The Party II concurred with the findings of the Inquiry Officer and considering the gravity of the misconduct decided to terminate the services of the Party I. By notice dated 6-3-95 the Party I was called upon to show cause in respect of the proposed punishment. The Party I replied to the said show cause notice vide reply dated 27-3-95. On considering the said reply, the Party II decided to dismiss the services of the Workman and accordingly terminated the services of the Party I w.e.f. 6-5-95. The Party II has denied that the penalty imposed is disproportionate or unjustified. The Party II has stated that the Party I is not entitled for any relief.

6. Based on the aforesaid pleadings following issues were framed:

1. Whether the Party I proves that the domestic enquiry held against him is not fair, proper and impartial?
2. Whether the charges of misconduct levelled against the Party I are proved to the satisfaction of the Tribunal by sufficient evidence?
- 2A. Whether the Party II proves that Party I is guilty of the charges of misconduct?
3. Whether the Party I proves that the termination of his services by the Party II w.e.f. 6-5-95 is illegal and unjustified?
4. Whether the Party I is entitled to any relief?
5. What Award?

7. Issue Nos. 1 & 2 were treated as preliminary Issues. The parties had adduced evidence on these preliminary Issues. My Learned predecessor has given findings on the preliminary issues vide order dated 16-1-99 (Exb. 13). It has been held that the domestic enquiry held against the Workman/Party I was not fair and proper and the same is liable to be set aside. Hence issue No. 1 was answered in the affirmative.

8. Pursuant to the said order the Party II amended the written statement and sought leave to prove that the Party I was guilty of the charges of misconduct. The said amendment was allowed and pursuant to the said amendment issue No. 2A was framed.

9. Both parties have adduced evidence on merits of the case. Learned Advocate Shri Chawdikar has argued on behalf of the Party II and Learned Adv. P. J. Kamat has argued on behalf of the Party I. I have perused the records and considered the arguments advanced by learned advocates for the respective parties and my findings on the issue Nos. 2A, 3 & 4 are as under:

10. Issue No. 2A: The Party I was admittedly employed with Party II as a Peon. It is not in dispute that Abdul Khan, a customer of the bank had availed loan from the bank. The said Abdul Khan who has been examined by Party I as his witness had lodged a complaint dated 20-6-94 wherein he had alleged that he was depositing loan installments through Party I. He had stated from February '94 to May '94 he had deposited Rs. 52,000/- but the ledger statement indicated deposit only of Rs. 27,000/-. He therefore requested the Party II to investigate into the matter.

11. Learned Adv. P. J. Kamat has argued that the Party II had to prove that Abdul Khan was

regularly paying loan installment through the Party I. Learned Adv. Shri Kamat has further argued that the Party II has not examined the four witnesses whose names were given in the list of witnesses but has examined Inacio Moraes who has admitted that he did not have personal knowledge regarding the incident.

12. Learned Adv. Shri Chawdikar has argued that in the reply at Exb. 7 the Party I had admitted the charge but has subsequently claimed that he was not aware of the contents of the reply at Exb. 7. Learned Adv. Shri Chawdikar has stated that in his cross examination the Party I has stated that the reply at Exb. 7 was prepared by one person from Junta House whereas it was suggested to Inacio Moraes that the reply at Exb. 7 was prepared by the Manager. Learned Adv. Shri Chawdikar has also drawn my attention to the statement made by the Party I in his cross examination, wherein he has denied that Abdul Khan had given him money to pay loan installments and had claimed that the money was given to purchase tyres. Learned Advocate Shri Chawdikar has argued that the defence set up by Party I is falsified by his own witness Shri Abdul Khan, who has stated that he had given Rs. 52,000/- to the Party I to pay loan installments and that the Party I had deposited only an amount of Rs. 27,000/-. Learned Adv. Shri P. Chawdikar claims that the defence set up is false.

13. It may be mentioned here that Shri Inacio Moraes, the Branch Manager of the Party II bank has deposed that on receipt of the said complaint the Party II bank had verified the loan ledger and found that the entries in the extract produced by Abdul Khan for the period from February, 1994 to May, 1994 did not tally with the entries in the original loan ledger. He has deposed that there was difference of Rs. 25,000/- which was not reflected in the original loan ledger. Inacio Moraes has further deposed that vide letter dated 24-6-96 (Exb. E-6) the Party II bank forwarded the copy of complaint dated 24-6-94 (Exb. 4) to the Party I and sought his explanation in the matter. The Party I submitted his explanation dated 25-6-94 (Exb. 7) wherein he admitted having manipulated the loan account ledger and having misappropriated the money handed to him by Abdul Khan. Hence, the Party I was issued show cause notice dated 3-7-94 (Exb. 8 colly) on proposed penalty. The Party I replied to the said show cause notice vide reply dated 5-7-94 (Exb. 9). Thereafter the Party I was served with the charge-sheet.

14. The evidence of Inacio Moraes viz-a-viz the notice dated 24-6-94 (Exb. E-6) indicates that on receipt of the complaint (Exb. 4 colly), the Party II had sought explanation from the Party I. The Party I had given this explanation vide reply dated 25-6-94 (Exb. E-7). A perusal of this explanation clearly indicates that the Party I had admitted having misappropriated the money given by Abdul Khan. The Party I had also admitted having manipulated the entries in the ledger. However, the Party I had claimed that he had no intentions of cheating Abdul Khan or the bank and that he had committed the said acts as he was in acute financial difficulties and tremendous mental stress.

15. It is to be noted that in his reply dated 5-7-94 (Exb. E-9) the Party I had claimed that he was not aware of the contents of reply dated 25-7-94 (Exb. E-7). The Party I had stated that he was under tremendous pressure on receipt of notice dated 24-6-94 (Exb. E-6) and that he approached one person to prepare the reply. The Party I had stated that he does not understand sophisticated English and that he had signed the said reply without knowing the contents of the same. The Party I had made similar statement in the claim statement as well as in his affidavit in evidence. In his cross examination, the Party I had stated that he does not remember the name of the person who had prepared the reply dated 25-7-94 (Exb. 7). The Party I has stated that the said reply at Exb. 7 was prepared by one person from Junta House. It is however to be noted that in the cross examination of Inacio Moraes, it was suggested to him that the reply dated 25-7-94 at Exb. 7 was prepared by the Branch Manager in collusion with Sunil Nadkarni and that the Party I was made to sign the same. Needless to state that this suggestion was in total variance with the statement made in reply dated 5-7-94 (Exb. 9) as well as the defence set up in the claim statement and the affidavit in evidence filed before the Tribunal & the same cannot be believed.

16. Be that as it may, even in reply dated 5-7-94 (Exb. 9), the Party I had not disputed that Abdul Khan had handed over to him the money to be deposited in his loan account. The Party I had also not specifically denied that he had not deposited the money. The Party I had however claimed that his dealing with Abdul Khan was as a friend and not as an employee of the bank. The Party I had further claimed that Abdul Khan had never insisted that the money should be deposited immediately. The Party I has stated that sometimes the money used to remain with him for few days and that

Abdul Khan had never objected for the same. Thus, there is a clear admission of the fact that Abdul Khan had handed over money to him, which was to be deposited in his loan account and that the Party I had not credited the same to the loan account of Abdul Khan.

17. It is also pertinent to note that even in the affidavit-in-evidence the Party I had admitted that Abdul Khan had given to him money to be deposited in his loan account and that out of the said amount he had failed to deposit Rs. 25,000/- in the loan account of Abdul Khan. However, in his cross examination he had taken a complete turnabout and has stated that Abdul Khan had never handed over any cash to him for repayment of loan installments. The Party I has stated that Abdul Khan owns some buses and Abdul Khan used to give him money to purchase tyres. As stated earlier this statement is contrary to the pleadings, statement made by the Party I in the affidavit in evidence & replies dated 25-6-94 & 5-7-94 and hence cannot be believed.

18. The evidence of Abdul Khan, the witness examined by the Party I also falsifies this statement. Abdul Khan has clearly deposed that he used to hand over money to the Party I to be deposited in his loan account. Shri Abdul Khan has also stated that he had handed over Rs. 52,000/- to the Party I for depositing the same in his loan account and that from the ledger sheet he found that only Rs. 27,000/- was deposited.

19. Thus the evidence of Abdul Khan also proves that though he had given an amount of Rs. 52,000/- to the Party I, the Party I had deposited only Rs. 27,000/- in his loan account. The evidence of Party I also indicates that after Abdul Khan had lodged the complaint at Exb. E-4 colly he had deposited Rs. 25,000/- in loan account of Abdul Khan. This fact also proves that the Party I had infact misappropriated the money given to him by Abdul Khan for crediting in his loan account.

20. It may be mentioned here that the witness Abdul Khan had not denied that he had handed over money to the Party I and that the Party had failed to credit Rs. 25,000/- to his loan account. This witness had also not denied having lodged a complaint against the Party I for not crediting money in his loan account. However, his evidence before this Tribunal he has tried to suggest that he was not interested in lodging a complaint against Party I and that he was compelled by the bank manager to do so. He has stated in his affidavit-in-evidence that in June, 1994, the Manager of the bank had sent a message to see him in connection

with the repayment of loan. Accordingly, on 20-6-94, he met the Manager Shri P. D. Sardessai & Sunil Nadkarni and they told him that the loan installments were not deposited regularly. He has deposed that he had told the manager that he would revert after verifying the exact position but the manager Sardessai insisted that he should lodge a complaint stating that he had handed over the money to the Party I and that the Party I had not deposited the same. This witness has further stated that the manager Sardessai got the complaint (Exb. E-4) typed and asked him to sign. He has stated that no ledger sheet was annexed to the complaint. In his cross examination he has stated that he had not received any message from the bank manager to see him in connection with the repayment of the loan. This witness has stated that he had accompanied his friend to another bank and on inquiries he was told that his loan account was over due. This statement falsifies the statement made in the affidavit in evidence that the Bank Manager had called him to the bank. It is also to be noted that though this witness has stated that he had not annexed the extract of the ledger to the complaint, the complaint at Exb. E-4 colly) shows that the extract of the ledger as an enclosure. The said complaint was signed by the witness and he had neither raised any objection as regards the annexure enclosure nor had he complained to any authority that he was forced to lodge a complaint against Party I against his wishes and this casts doubt on his contention that he was compelled to lodge the complaint as that he had not annexed the extract of the ledger to the complaint.

21. The reasons for softening the stance are obvious. The witness Shri Abdul Khan has stated that the matter was sorted out between him and the Party I and that thereafter vide letter dated 23-6-96 (Exb. E-5) he had sought to withdraw the complaint at Exb. E-4 colly. A perusal of this letter clearly indicates that Abdul Khan had not withdrawn the complaint because he was compelled to file it against his wish but had withdrawn the same because the Party I had paid an amount of Rs. 25,000/- which was not reflected in the loan ledger. In the light of this the statement, the contention of Abdul Khan that he was compelled to lodge the complaint against Party I cannot be believed.

22. Learned Adv. P. J. Kamat has argued that despite withdrawal of the complaint the Party II had issued show cause notice to the Party I and proceeded with the enquiry. It may be mentioned here that the Party I was in service with the

Party II bank as a Peon. It need not be emphasized that in banking business there is need to maintain absolute integrity, honesty, diligence and devotion to duty. As it has been held in the case of *Chairman and Managing Director, United Commercial Bank and others reported in 2003 (4) SCC page 364*.

"A bank officer is required to exercise higher standards of honesty and integrity. He deals with the money of the depositors and the customers. Every officer/employee of the bank is required to take all possible steps to protect the interests of the bank and to discharge his duties with utmost integrity, honesty, devotion and diligence and to do nothing which is unbecoming of a bank officer. Good conduct and discipline are inseparable from the functioning of every officer/employee of the bank. As was observed by this Court in Disciplinary Authority-cum-Regional Manager V. Nikunja Bihari Patnaik it is no defence available to say that there was no loss or profit resulted in case, when the officer/employee acted without authority. The very discipline of an organization more particularly a bank is dependent upon each of its officers and officers acting and operating within their allotted sphere. Acting beyond one's authority is by itself a breach of discipline and is a misconduct."

23. In the instant case, the allegations made by the customer Shri Abdul Khan were serious in nature. It is true that Abdul Khan had withdrawn a complaint however it is to be noted that he had not given a clean chit to the Party I but had withdrawn the complaint only because the Party I had deposited money of amount Rs. 25,000/- in his loan account. It is evident that said Abdul Khan did not want to proceed with the matter as he had received the money and his problems were sorted out. However, the Party II bank could not have overlooked the entire incident merely because the Party I had paid the money subsequently. It is to be noted that the Party II is a banking institution and deals with money of borrowers and creditors. The working of such organization depends mainly on discipline, integrity and honesty of its employees and the trust reposed by its customers. Turning a blind eye to such situation would certainly encourage other employees to indulge in such activities and this would certainly cause serious damage to its reputation and would adversely affect the interest of the bank. Considering this fact in my considered view the bank was justified in initiating disciplinary action against Party I so as to ensure that the discipline at the work place does not receive a set back and the confidence of the depositor is not impaired by such conduct of its employees.

24. Learned Adv. Shri P. J. Kamat has argued that the Party I has stated that Abdul Khan was sending loan installments through him as Abdul Khan is his friend. Learned Adv. Shri P. J. Kamat has argued that this was a private affair between the Party I and Abdul Khan. The said transaction was not at the banking premises and was not during the working hours of the bank and hence would not constitute misconduct. He has relied upon the judgment in the case of *M/s. Glaxo Laboratories (1) Ltd., v/s Presiding Officer, Labour Court, Meerut & ors 1983 (4) FLR 508*.

25. It may be mentioned that the case of *M/s. Glaxo Laboratories (supra)*, misconduct attributed to the workman was under Clause 10 of standing orders of the company which included acts of drunkenness, frightening, abusive language, wrongfully interfering with the work of other employees etc. The Apex Court while rejecting the arguments that these acts are per se acts of misconduct irrespective of the time or place where it is committed, held that if this construction was to be accepted the employer will have more power than the almighty State because State chooses to punish drunkenness in public place while the employer would be entitled to fire an employee who gets drunk, or uses abusive language towards his relations in his own house behind closed door. While stating the purpose of prescribing conditions of service by a statute, the Apex Court held that to enable an employer to peacefully carry on his industrial activity, the Act confers powers on him to prescribe conditions of service including enumerating acts of misconduct when committed within the premises of the establishment. The Apex Court held that the employer hardly has extra territorial jurisdiction and he is not the custodian of general law and order situation. The Apex Court held that the employer is entitled to prescribe conditions of service more or less specifying the acts of misconduct to be enforced within the premises where the workmen gather together for rendering service. The employer has both power and jurisdiction to regulate the behaviour of workmen within the premises of the establishment or for peacefully carrying the industrial activity in the vicinity of the establishment.

26. The facts of the aforesaid case are totally distinguishable from the facts of the present case. In the instant case it was alleged by the Party II that the Party I had not deposited an amount of Rs. 25,000/- given to him by the bank customer Abdul Khan for depositing in the loan account. Hence the Party I was charged for committing

wilful damage or attempting to cause damage to the property of the Bank or any of its customers and doing any acts prejudicial to the interest of the bank. These acts constitute misconduct and the Party II bank was certainly justified and entitled to safeguard and protect its interest.

27. It may also be mentioned that the Party I was not authorized by the bank to collect loan installments and it was not part of his duties to collect loan installments. The witness Shri Inacio Moraes has also stated in his cross examination that the bank does not expect its sub-staff to interfere with its banking activities by approaching the account holders or loanees. Thus it is evident that the Party I had acted beyond his authority and as held by the Apex court in the case of *Chairman & Managing Director, United Commercial Bank [2003(4)SCC]*, acting beyond ones authority is by itself a breach of discipline and is a misconduct.

28. It has also to be borne in mind that the Party I is a sub-staff of the Party II bank and Abdul Khan was its customer. The Party II bank could not turn a blind eye to the act of the Party I in collecting/receiving money from Abdul Khan and not depositing the same in his loan account as this kind of conduct can have direct impact on the banking activities of the Party II bank. Hence such transaction which can adversely affect discipline and workers of a banking institute cannot be considered as mere friendly or personal transaction between the Party I and Abdul Khan.

29. It is also to be noted that unlike the case of *Glaxo (supra)*, the acts committed by the Party I are not merely socially reprehensible action but are acts which directly affect the reputation, office discipline and working of the bank. This being the case the judgement in the case of *M/s. Glaxo (supra)* is not applicable to the facts of the present case.

30. In the case of *SBI v/s S. No. Goyal (2008) 8 SCC 92* the apex court has held that when a borrower makes any payment towards a loan, manager of the bank receiving such amount is required to credit it immediately to the borrower's account. Any misappropriation, even temporary, of the funds of the banks or its customers/borrowers constitutes a serious misconduct. In the instant case the Party II has proved that the Party I had received money from its borrower Abdul Khan and that he had failed to deposit the same. This act amounts to misappropriation and is prejudicial to the interest of the bank. The fact that the Party I had paid the money subsequently is

not even a mitigating circumstance, much less a circumstance to exonerate the Party I of the charges levelled. The Party II has therefore proved that the Party I is guilty of charges of misconduct. Hence the issue No. 2A is answered in the affirmative.

31. *Issue No. 3:* The Party I is held guilty of charge, which in terms of clause XII (2) of the service condition is a major misconduct. In the case of *SBI v/s S. N. Goyal* (supra) the Apex court has held that if such matter is to be viewed lightly or leniently it will encourage other bank employees to indulge in such activities thereby undermining the entire banking system. In the case of *U. P. State Road Transport Corporation v/s Mohan Lal Gupta & ors 2000 II LLJ 1597*, the apex court has held that when the employee is found guilty of misappropriation and the employer loses its confidence vis-a-vis the employee, it will neither be proper nor fair on the part of the court to substitute the finding and confidence of the employer with that of its own. It is held that by reason of the gravity of the offence, the court cannot exercise its discretion and alter the punishment. Similarly, in the case of *Management of M. M. Neythaliar Primary Agricultural Co-operative Bank Ltd., v/s Presiding Officer, Labour Court, Tiruchirapally 2006 (3) LLN 403*, the Madras High Court has held that once the act of misappropriation whether of small amount or large amount is proved there cannot be any punishment other than dismissal.

31. In the instant case the Party I has been held guilty of the act of misappropriation which is a serious misconduct. Taking a lenient view and interfering with the penalty of dismissal would not only amount to giving premium to the delinquent who has committed such serious misconduct but it would also encourage other employees to indulge in such activity. Considering the nature of the misconduct and the gravity of the same, the penalty of termination of services is held to be legal and justified and the Party I is not entitled for any relief. Hence issue Nos. 3 and 4 are answered in the negative.

Under the circumstances and in view of discussion supra, I pass the following order.

ORDER

The action of the Goa Urban Co-operative Bank Ltd., Panaji, Goa in terminating the services of Shri N. P. S. Kunkolienkar, Peon with effect from 6-5-95 is legal and justified. The Party I is not entitled to any relief.

No order as to 10 cost. Inform the Government accordingly.

Sd/-
(A. Prabhudessai),
Presiding Officer,
Industrial Tribunal-
cum-Labour Court-I.

Notification

No. 28/1/2011-LAB

The following award passed by the Lok Adalat, at Panaji-Goa on 08-01-2011 in reference No. IT/60/96 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Vasanti H. Parvatkar, Under Secretary (Labour).

Porvorim, 15th February, 2011.

COMPROMISE MEMORANDUM IN CASES U/S
10(1)(D) OF INDUSTRIAL DISPUTES ACT,
1947

BEFORE LOK-ADALAT

Case No. IT/60/96

Pending before Industrial Tribunal-cum-Labour Court, Panaji-Goa.

Workmen, ... Workmen/Party I
Rep. by Adv. Suhas Naik,
Velho Building, 2nd Floor,
Panaji-Goa

V/s

M/s. K. T. C. Ltd. ... Employer/Party II

ORDER

The Government of Goa has made the reference under Section 10(1)(d) of the Industrial Disputes Act, 1947. Compromised terms by both the parties and their respective advocates are placed as under:

The Party I shall be reinstated within 30 days with 25% backwages, continuity in service and other consequential benefits. The backwages shall be paid within 12 months in equal monthly installments beginning from 1-2-2011. A detailed statement of arrears will be given to Party I by Party II within 30 days from the date of joining.

We the above mentioned parties have amicably settled the dispute under reference IT/60/96 as settled.

Dated: 8-1-2011.

Signature of the Workman/Party I

Sd/-

Sd/-

(1) Lawrence Coelho

(2) Sanjay Thali

Identified by:

Sd/-

Adv. Suhas Naik

Sd/-

Shri V. D. Harmalkar

Name and Signature of the Employer/Party II

Sd/-

Identified by:

Adv. A. Palekar

AWARD

The matter is amicably settled as above before the Lok Adalat held on 8-1-2011.

Sd/-

1. Signature of the Presiding Officer of Panel of Lok Adalat

Sd/-

2. Signature of the Member of Lok Adalat

Sd/-

3. Signature of the Panel of Lok Adalat

Typed copy of Original
A. Prabhudessai,
Presiding Officer,
Industrial Tribunal &
Labour Court.

COMPROMISE MEMORANDUM IN
REFERENCE INSTITUTED UNDER SECTION
10(1)(d) OF INDUSTRIAL DISPUTES ACT, 1947

BEFORE LOK-ADALAT

Reference No. IT/60/96

Workmen, rep. by

Adv. Suhas Naik

K.T.C. Drivers & Allied

Employees Association,

... Workman/Party I

Velho Building, 2nd Floor,
Panaji-Goa.

V/s

M/s. K. T. C. Ltd.,

... Employer/Party II

Panaji-Goa.

The Government of Goa has made the reference under Section 10(1)(d) of the Industrial Disputes Act, 1947. The Party I by filing the claim statement has prayed for:

The parties have settled the matter as follows: Compromised terms by both the parties and their respective advocates are placed as under. The Party I shall be reinstated within 30 days with 25% backwages, continuity in service and other consequential benefits. The backwages shall be paid within 12 months in equal monthly installments beginning from 1-2-2011. A detailed statement of arrears will be given by Party I to Party II within 30 days from the date of joining.

We the above mentioned parties have amicably settled the dispute under Reference as per the terms of Settlement. Hence the Reference may be decided in terms of Settlement.

Dated: 8-1-2011.

(1) Lawrence Coelho

Identified by

(2) Sanjay Thali

Adv. Suhas Naik

Name & Signature of
the Applicant

V. D. Harmalkar

Identified by

Name & Signature

Adv. A. Palekar

of the Opponent/s

(Signature of Lok Adalat Panel)

State Directorate of Craftsmen Training

Order

Ref. No. 4/20/2011-SDCT/EST/3125

The Government is pleased to order the transfer and posting of the following Officers of State Directorate of Craftsmen Training Panaji in public interest with immediate effect to the places shown against their names:

Sr. No.	Name and Designation	Present place of posting	Place of transfer
1.	Shri Satish B. Salunke, Principal	ITI, Honda, Satari	ITI, Cacora.
2.	Shri Edwin Fernandes	ITI, Cacora	ITI, Margao.

The above Officers shall draw their salaries against the posts allotted vide Order No. 1700146/

/2010-SDCT/EST/7218 dated 13-10-2010 to ITI, Cacora and ITI, Margao respectively. The salary shall be debited to the Budget Head indicated against the posts vide the above mentioned order.

Shri Satish B. Salunke stands relieved w.e.f. 12-4-2011 (a.n.). He shall also hold additional charge of Principal, ITI, Honda, Satari until further orders.

By order and in the name of the Governor of Goa.

Aleixo F. da Costa, State Director of Craftsmen Training & ex officio Joint Secretary.

Panaji, 11th April, 2011.

Order

No. 1/123/2011-SDCT/EST/JJC/3127

On the recommendation of Goa Public Service Commission vide its letter No. COM/I/5/28(1)/97/370 dated 4-3-2011, Government is pleased to appoint Shri Joao Jose D.A.S. Caldeira, Vocational Instructor (IT & ESM), Office of the State Directorate of Craftsmen Training, Panaji on temporary basis to the post of Principal (Group "B" Gazetted) in the pay scale of ` 9,300-34,800+Grade Pay ` 4,800/- with effect from the date he take charge of the post.

Shri Caldeira is posted at Pernem Government Industrial Training Institute.

Shri Caldeira is appointed against the post created vide Order No. 21/8/85-ILD-Part dated 7-4-87 & re-created vide Order No. 23/18/88-LAB dated 8-2-96 and revived vide Order No. 3/15/2010-SDCT/EST/8923 dated 22-12-2010.

Shri Caldeira shall be on probation for a period of two years.

The salary of Shri Caldeira shall be drawn from the Budget Head "2230—Labour and Employment, 03—Training, 101—ITI, 02—ITI Centres & Expansion (Plan), 01—Salaries".

By order and in the name of the Governor of Goa.

Aleixo F. da Costa, State Director of Craftsmen Training & ex officio Joint Secretary.

Panaji, 12th April, 2011.

Department of Personnel

Order

No. 15/5/97-PER

Shri Pipi Murgaonkar, BDO, Satari shall hold charge of the post of Chief Officer, Valpoi Municipal Council in addition to his own duties, with immediate effect, until further orders thereby relieving Shri Raju Gawas, Chief Officer, Bicholim Municipal Council of the additional charge.

Shri Raju Gawas shall hold the charge of the post of Chief Officer, Sanquelim Municipal Council in addition to his own duties, with immediate effect, until further orders thereby relieving Shri Bhanudas Naik, ATO, Mapusa Municipal Council of the additional charge.

By order and in the name of the Governor of Goa.

Yetindra Maralkar, Joint Secretary (Personnel).

Porvorim, 6th April, 2011.

Department of Power

Office of the Chief Electrical Engineer

Order

No. CEE/Estt-31-25-88/Part-VIII(A)/Vol.-I/7146

Government is pleased to continue the contractual appointment of Shri Peter J. Fernandes as Executive Engineer (Elect.) in the pay scale of PB—3 ` 15,600-39,100+GP ` 6,600/- in Electricity Department for a further period of one year from 01-04-2011 to 31-03-2012.

He shall draw emoluments for the above stated period in terms of C.C.S. (Fixation of pay of re-employed Pensioners) order, 1986 and shall continue to function as Executive Engineer of Elect. Div. IV and XVI, Margao until further orders.

His present appointment is subject to executing the agreement specifying the terms and conditions of his re-employment.

By order and in the name of the Governor of Goa.

Nirmal Braganza, Chief Electrical Engineer & ex officio Addl. Secretary.

Panaji, 29th March, 2011.

Order

No. CEE/Estt-31-25-88/GPSC/Part/35

- Read: (i) Order No. CEE/Estt-31-25-88/GPSC/
/Part/5334 dated 24-2-2009.
(ii) Order No. CEE/Estt-31-25-88/GPSC/
/Part/3366 dated 09-10-2009.
(iii) Order No. CEE/Estt-31-25-88/GPSC/
/Part/6283 dated 24-03-2010.
(iv) Order No. CEE/Estt-31-25-88/GPSC/
/Part/4466 dated 09-11-2010.

Government is pleased to extend the ad hoc promotion of Shri Radhakrishna J. Kenny to the post of Executive Engineer (Elec.) in Electricity Department for a further period of six months w.e.f. 24-02-2011 to 23-08-2011 or till the date the post is filled on regular basis whichever is earlier, on the same terms and conditions as stated in the aforesaid orders.

This issues with the concurrence of the Goa Public Service Commission, Panaji as conveyed vide letter No. COM/II/11/16(1)/92-07/4387 dated 02-03-2011.

By order and in the name of the Governor of Goa.

Nirmal Braganza, Chief Electrical Engineer & ex officio Addl. Secretary.

Panaji, 6th April, 2011.

Order

No. CEE/Estt/1-11-81/Trans.SE/(D)/34

Government is pleased to order the transfer of Shri S. T. Bhangui, from the post of Superintending Engineer of EHV & Commercial in the office of Chief Electrical Engineer, Panaji and to post him as Superintending Engineer of Elec. Circle-II (North), Panaji, in public interest, with immediate effect, until further orders.

By order and in the name of the Governor of Goa.

Nirmal Braganza, Chief Electrical Engineer & ex officio Addl. Secretary.

Panaji, 6th April, 2011.

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Department of Public Health

Order

No. 44/1/2011-I/PHD

Read: Order No. 44/1/2011-I/PHD dated 09-03-2011.

Government is pleased to accept the resignation tendered vide letter dated 20-01-2011 by Dr. Trupti

Prabhu Dabholkar, Junior Radiologist, Asilo Hospital, Mapusa w.e.f. 09-03-2011 (a.n.) in terms of rule 5 of CCS (Temporary Service) Rules, 1965. She stands relieved from the post w.e.f. the same date i.e. 09-03-2011 (a.n.).

This issues in supersession of this Department's Order of even number dated 09-03-2011 cited above.

By order and in the name of the Governor of Goa.

D. G. Sardessai, Joint Secretary (Health).

Porvorim, 5th April, 2011.

Order

No. 21/1/98-I/PHD

Whereas, Dr. Dhanesh Volvoikar, Senior Paediatrician under Directorate of Health Services has voluntarily retired from the Government service w.e.f. 01-06-2010 (b.n.).

And whereas, Dr. Dhanesh Volvoikar has requested to treat his period of absence from 05-02-2010 to 24-05-2010 as Commuted Leave/ /Earned Leave vide his application dated 22-11-2010.

Now therefore, in order not to cause hardship to Dr. Volvoikar, Government is pleased to treat the period of absence from duties by Dr. Dhanesh Volvoikar, Ex-senior Paediatrician from 05-02-2010 to 24-05-2010 by regularizing the leave as under:

1. 05-02-2010 to 14-02-2010 – Commuted Leave.
2. 15-02-2010 to 24-05-2010 – Earned Leave.

By order and in the name of the Governor of Goa.

D. G. Sardessai, Joint Secretary (Health).

Porvorim, 5th April, 2011.

Order

No. 45/2/2009-I/PHD

Read: Memorandum No. 45/2/2009-I/PHD dated 30-12-2010.

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/I/5/24(10)/89-09/298 dated 21-12-2010, Government is pleased to appoint Dr. Ryan Pereira, to the post of Junior Orthopaedic Surgeon (Group "A" Gazetted) in the Pay Band—3 of

₹ 15,600-39,100+Grade Pay ₹ 5,400/- under the Directorate of Health Services with immediate effect as per the terms and conditions contained in the Memorandum cited above and post him at Asilo Hospital, Mapusa.

Dr. Ryan Pereira shall be on probation for a period of two years.

His character and antecedents have been verified by the District Magistrate North Goa District, Panaji-Goa and he has been declared medically fit by the Medical Board.

By order and in the name of the Governor of Goa.

D. G. Sardesai, Joint Secretary (Health).
Porvorim, 5th April, 2011.

Department of Public Works

Office of the Principal Chief Engineer

Order

No. 34/4/2011/PCE-PWD-ADM(II)/74

On the recommendation of the Local Departmental Promotion Committee, the Governor of Goa is pleased to promote Shri J. P. de Sousa, Superintending Engineer/Superintending Surveyor of Works of the Public Works Department on ad hoc basis to the post of Chief Engineer in Public Works Department in the Pay Band of ₹ 37,400-67,000 plus grade pay of ₹ 10,000/- per month, with immediate effect for a period of one month or till he retires on superannuation or till the post is filled on regular basis whichever is earlier. He is posted as Chief Engineer-II in Public Works Department in the existing vacancy.

The above ad hoc promotion will not bestow on the promoted officer any claim for regular promotion nor the service rendered on ad hoc basis in the grade will be counted for the purpose of seniority in that grade or for eligibility for promotion to the next higher grade.

By order and in the name of the Governor of Goa.

J. J. S. Rego, Principal Chief Engineer, PWD & ex officio Addl. Secretary.

Panaji, 6th April, 2011.

Order

No. 34/3/2011/PCE-PWD-ADM(II)/76

On the recommendation of the Local Departmental Promotion Committee, the Governor of Goa is pleased to promote the below mentioned Executive Engineers/Surveyor of Works (Civil) of the Public Works Department on ad hoc basis to the post of Superintending Engineer/Superintending Surveyor of Works/Superintending Engineer (Mon. & Eva.) (Civil) Public Works Department in the Pay Band of ₹ 15,600-39,100 plus grade pay of ₹ 7,600/- per month, with immediate effect for a period of one year or till the posts are filled on regular basis whichever is earlier. They are posted in the Circle Offices shown against their names below:

Sr. No.	Name and present designation	Place of posting on promotion
1.	Shri S. R. Paranjape, Executive Engineer	As Superintending Engineer Circle Office VIII (PHE), PWD, Margao
2.	Shri Prabhakar Gupta, Executive Engineer	As Superintending Engineer, Circle Office IV (Roads), PWD, Margao.

The Officer at Sr. No. (1) above, shall continue to hold the charge of the post of Executive Engineer, Division XII (PHE-SWSP), PWD, Sanguem in addition to his own duties, until further orders.

The Officer at Sr. No. (2) above, presently on deputation to Sports Authority of Goa stands repatriated with immediate effect.

The above ad hoc promotion will not bestow on the promoted officers any claim for regular promotion nor the service rendered on ad hoc basis in the grade will be counted for the purpose of seniority in that grade or for eligibility for promotion to the next higher grade.

By order and in the name of the Governor of Goa.

J. J. S. Rego, Principal Chief Engineer, PWD & ex officio Addl. Secretary.

Panaji, 6th April, 2011.

Department of Revenue

Notification

No. 23/28/2010-RD

Whereas it appears to the Government of Goa (hereinafter referred to as "the Government") that the land specified in the Schedule hereto (hereinafter referred to as the "said land") is likely to be needed for public purpose, viz. L.A. for construction of bye-pass road to Aldona joining Aldona, Corjuem Bridge and L. A. to upgradation and improvement of existing road linking Aldona, Corjuem and Poira Bridge in Aldona Constituency.

Now, therefore, the Government hereby notifies under sub-section (1) of Section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as "the said Act") that said land is likely to be needed for the purpose specified above.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyor or other persons employed upon the said land for the purpose of the said acquisition. Any contract for the disposal of the said land by sale, lease, mortgage, assignment, exchange or otherwise or any outlay commenced or improvements made thereon without the sanction of the Collector appointed under paragraph 4 below, after the date of the publication of this notification, will under clause (seventh) of Section 24 of the said Act be disregarded by him while assessing compensation for such parts of the said land as may be finally acquired.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect under Section 6 of the said Act will be published in the Official Gazette and in two daily newspapers and public notice thereof shall be given in due course. If the acquisition is abandoned wholly or in part, the fact will also be notified in the same manner.

4. The Government further appoints under clause (c) of Section 3 of the said Act, the Land Acquisition Officer, P.W.D., (Cell), Altinho, Panaji-Goa to perform the functions of a Collector, under the said Act in respect of the said land.

5. The Government also authorizes under sub-section (2) of Section 4 of the said Act, the following Officers to do the acts, specified therein in respect of the said land.

1. The Collector, North Goa District, Panaji-Goa.
2. The Land Acquisition Officer, P. W. D., (Cell), Altinho, Panaji-Goa.
3. The Executive Engineer, W. D. XIII (R), PWD, Mapusa-Goa.
4. The Director of Settlement and Land Records, Panaji-Goa.

6. A rough plan of the said land is available for inspection in the Office of the Land Acquisition Officer, P.W.D., (Cell), Altinho, Panaji-Goa for a period of 30 days from the date of publication of this Notification in the Official Gazette.

SCHEDULE

(Description of the said land)

Taluka: Bardez		Village: Aldona
Survey No./ Sub-Div. No.	Names of the persons believed to be interested	Approx. land in sq. mts.
1	2	3
25/19 (p) O:	Comunidade Boa Espranca Aldona.	10
T:	1) Bablo Karapurkar. 2) Ramnath Salgonkar.	
25/20 (p) O:	Comunidade Boa Espranca Aldona.	85
T:	1) Bablo Karapurkar. 2) Mukund Krishna Haldankar. 3) Krishna Narayan Haldankar.	
25/21 (p) O:	Comunidade Boa Espranca Aldona.	205
T:	1) Minguel Antonio Fernandes. 2) Omelin Viotoria.	
25/22 (p) O:	Comunidade Boa Espranca Aldona.	360
T:	1) Rukmini Vithal Shirodkar. 2) Minguel Antonio Fernandes.	
25/23 (p) O:	Comunidade Boa Espranca Aldona.	845
T:	1) Minguel Antonio Fernandes. 2) Narayan Pundolik Dhond.	
25/24 (p) O:	Comunidade Boa Espranca Aldona.	880
T:	1) Manjunath Gopal Naik. 2) Vasant Gopal Naik. 3) Narayan Pundolik Dhond.	
25/25 (p) O:	Government Nala.	175
24/1 (p) O:	Comunidade Boa Espranca Aldona.	360
T:	1) Krishna Pundalik Dhond. 2) Mukunda Gadekar.	

1	2	3	1	2	3
24/2 (p) O:	Comunidade Boa Espranca Aldona.	375	24/15 (p) O:	Comunidade Boa Espranca Aldona.	440
T:	1) Krishna Pundalik Dhond.		T:	1) Mingel Anton Fernandes.	
24/3 (p) O:	Comunidade Boa Espranca Aldona.	445		2) Pandurang Raghoba Karapurkar.	
T:	1) Felicidade D'Souza. 2) Joseph Manuel Fernandes.		24/16 (p) O:	Comunidade Boa Espranca Aldona.	430
24/4 (p) O:	Comunidade Boa Espranca Aldona.	210	T:	1) Vithu Laxman Naik. 2) Natalin Rodrigues.	
T:	1) Ramnath Vithu Salgonkar.		24/17 (p) O:	Comunidade Boa Espranca Aldona.	420
24/5 (p) O:	Comunidade Boa Espranca Aldona.	235	T:	1) Natalin Rodrigues. 2) Sukdo Anant Naik.	
T:	1) Maria Espransa Fernandes.		24/18 (p) O:	Comunidade Boa Espranca Aldona.	385
24/6 (p) O:	Comunidade Boa Espranca Aldona.	305	T:	1) Satyavati Laxman Naik. 2) Narayan Pundalik Dhond.	
T:	1) Panduranga Dharma Pednekar. 2) Lilavati Salgonkar.		24/19 (p) O:	Comunidade Boa Espranca Aldona.	185
24/7 (p) O:	Comunidade Boa Espranca Aldona.	290	T:	1) Sundari Mavalankar.	
T:	1) Panduranga Dharma Pednekar. 2) Maria Francisco D'Souza.		43/10 (p) O:	Agnes Lobo.	440
24/8 (p) O:	Comunidade Boa Espranca Aldona.	315	T:	1) Villiam Joaquim Paixao Dias.	
T:	1) Panduranga Dharma Pednekar. 2) Kashinath Vaman Kavalekar.		43/11 (p) O:	Comunidade Boa Espranca Aldona.	50
24/9 (p) O:	Comunidade Boa Espranca Aldona.	450	T:	1) Vasant Gopal Naik.	
T:	1) Krishna Pundalik Bandodkar. 2) Harichandra Pundalik Bandodkar.		43/13 (p) O:	1) Luis Xavier Mendonca. O: 2) Maria Tereza Mendonca.	215
24/10 (p) O:	Comunidade Boa Espranca Aldona.	210	T:	1) Vithu Laxman Naik.	
T:	1) Uttam Arjun Vaingankar. 2) Babalo Karapurkar.		20/1 (p) O:	Carlos Francisco Tome Jose Figueriedo.	312
24/11 (p) O:	Comunidade Boa Espranca Aldona.	250	T:	1) Manjunath Gopal Naik.	
T:	1) Maria Caitan Fernandes. 2) Uttam Arjun Vaingankar.		20/2 (p) O:	Carlos Francisco Tome Jose Figuerido.	1125
24/12 (p) O:	Comunidade Boa Espranca Aldona.	440	T:	1) Devolit Maria D'Souza.	
T:	1) Raya Naik. 2) Kamlakar Anant Salgaokar.		20/3 (p) O:	Carlos Francisco Tome Jose Figuerido.	1690
24/13 (p) O:	Comunidade Boa Espranca Aldona.	475	T:	1) Ramchandra Vithu Naik. Anil Datta Ponjekar.	1560
T:	1) Kamlabai Anant Salgonkar.		49/4 (p) O:	1) Maria Francisco D'Souza. Florinda Mascarenhas.	470
24/14 (p) O:	Comunidade Boa Espranca Aldona.	440	49/10 (p) O:	Comunidade Boa Espranca Aldona.	600
T:	1) Mingel Anton Fernandes. 2) Bhiku Shankar Shirodkar.		T:	1) Salu Bandekar.	
			49/11 (p) O:	Comunidade Boa Espranca Aldona.	475
			T:	1) Maria Romodina D'Silva.	
			49/12 (p) O:	Comunidade Boa Espranca Aldona.	290
			T:	1) Salu Bandekar.	
			49/13 (p) O:	Comunidade Boa Espranca Aldona.	100
			T:	1) Maria Romodina D'Silva.	

1	2	3	1	2	3
49/9 (p) O:	Comunidade Boa Espranca Aldona.	770	50/9 (p) O:	Comunidade Boa Espranca Aldona.	450
T: 1)	Johna Mendonsa.		T: 1)	Marta Detosa Braganza.	
49/8 (p) O:	Comunidade Boa Espranca Aldona.	110	50/10 (p) O:	Comunidade Boa Espranca Aldona.	875
T: 1)	Leonar Lobo.		T: 1)	Marselina Fernandes.	
49/14 (p) O:	Comunidade Boa Espranca Aldona.	100	50/11(p) O:	Comunidade Boa Espranca Aldona.	440
T: 1)	Maria Romodina D'Silva.		T: 1)	Ana Rosaria Fernandes.	
50/1 (p) O:	1) Taramati Harichandra Vaigonkar.	1300	50/12 (p) O:	Comunidade Boa Espranca Aldona.	395
O: 2)	Swapnish Harichandra Vaigankar.		T: 1)	Carmelina Rodrigues.	
O: 3)	Arathi Harichandra Vaigankar.		50/13 (p) O:	Comunidade Boa Espranca Aldona.	440
O: 4)	Rohidas Harichandra Vaigankar.		T: 1)	Basilio Caetan Filipe Francis Fernandes.	
O: 5)	Gurudas Harichandra Vaigankar.		50/14 (p) O:	Comunidade Boa Espranca Aldona.	330
O: 6)	Sarita Vaigankar ailas Asmita Anant Hoble.		T: 1)	Ana Francisco Pereira.	
O: 7)	Ramakant Krishna Kalangutkar.		50/15 (p) O:	Comunidade Boa Espranca Aldona.	445
T: 1)	Harichandra Vaigankar.		T: 1)	Ana Rosaria Fernandes.	
T: 2)	Ramakant Krishna Kalangutkar.		50/16 (p) O:	Comunidade Boa Espranca Aldona.	100
50/19 (p) O:	1) Franklin D'Souza.	425	T: 1)	Ana Maria Lobo.	
50/2 (p) O:	1) Subhash Rama Kerkar.	1755	50/17 (p) O:	Geoge Manuel D'Souza.	20
O: 2)	Namdev Rama Kerkar.		52/13 (p) O:	Otolini Rocha.	410
O: 3)	Sitabai Rama Kerkar.		T: 1)	Vasu Ladu Kerkar.	
O: 4)	Gunaji Rama Kerkar.		52/15 (p) O:	1) Parashai Mahadev Alankar.	700
O: 5)	Ankush Rama Kerkar.		O: 2)	Kavita Sadanand Walwaikar.	
T: 1)	Sitabai Rama Kerkar.		51/1 (p) O:	1) Jose Lobo.	1490
T: 2)	Ankush Rama Kerkar.		T: 1)	Narayan Rama Bhagat.	
T: 3)	Gunaji Rama Kerkar.		51/2 (p) O:	1) Jose Lobo.	105
T: 4)	Namdev Rama Kerkar.		51/3 (p) O:	1) Jose Lobo.	1000
T: 5)	Subhash Rama Kerkar.		T: 1)	Govind Rama Bhagat.	
50/3 (p) O:	Comunidade Boa Espranca Aldona.	810	51/4 (p) O:	1) Jose Lobo.	290
T: 1)	Piedade Fiya.		T: 1)	Sakharam Somba Satelkar.	
50/4 (p) O:	Comunidade Boa Espranca Aldona.	370	51/32 (p) O:	1) Leucandia D'Souza.	575
T: 1)	Presioza Rodrigues.		54/5 (p) O:	1) Tome Jose De Souza.	85
50/5 (p) O:	Comunidade Boa Espranca Aldona.	450	O: 2)	Rita De Souza.	
T: 1)	Maria Linha Rocha.		55/1 (p) O:	1) Estil Souza.	1584
50/6 (p) O:	Comunidade Boa Espranca Aldona.	330	T: 1)	Dinanath Bala Naik.	
T: 1)	Brass Minguel Fernandes.		55/2 (p) O:	1) Olivia D'Souza E Cruz.	1220
50/7 (p) O:	Comunidade Boa Espranca Aldona.	565	T: 1)	Keshava Rama Bhagat.	
T: 1)	Petornil Fernandes.		55/3 (p) O:	1) Tomas Juza Alfonso Lobo.	1745
50/8 (p) O:	Comunidade Boa Espranca Aldona.	435	T: 1)	Narayan Rama Bhagat.	
T: 1)	Ana Francisco Pereira.		184/3 (p) O:	1) Ciril Lobo.	165
			O: 2)	Francisco Paul Lobo.	
			O: 3)	Hilario Rosario C. Lobo.	
			O: 4)	Executive Engineer, Works Division XIII®, Public Works Department, Mapusa.	
			T: 1)	Krishna Soma Mandrekar.	

1	2	3	1	2	3
184/4 (p) O:	1) Anjel Mario Lobo.	1045	188/3 (p) O:	1) Anita Maciel.	700
	O: 2) Executive Engineer, Works Division XIII®, Public Works Department, Mapusa.		T: 1) Yeshwant Vishnu Gadekar.		
	1) Krishna Soma Mandrekar.		188/4 (p) O:	1) Comunidade Fraternal Aldona.	400
184/5 (p) O:	1) Anjel Mario Lobo.	100	T: 1) Minguel Francisco Xavier Alvares.		
184/6 (p) O:	1) Paulina Varula Wife of Dr. Raul De Assis Varrela.	965	188/1 (p) O:	1) Comunidade Fraternal Aldona.	525
	O: 2) Executive Engineer, Works Division XIII®, Public Works Department, Mapusa.		T: 1) Pandurang Rama Bhagat.		
	T: 1) Saju Yeso Naik.				Total: 43802
184/7 (p) O:	1) Mrs. Paulina Varella Wife of Dr. Raul De Assis Varrela.	225	<i>Taluka: Bardez</i>	<i>Village: Corjuem</i>	
	T: 1) Yeshwant Krishna Valvaikar.		28/1 (p) O:	1) Carlos Fereira Alvares.	2020
184/8 (p) O:	1) Ciril Lobo.	300		O: 2) Anant Narayan Kamat.	
	O: 2) Francisco Paul Lobo.			O: 3) Vamon Fkro Ponjecar.	
	O: 3) Hillario Rosario C. Lobo.			O: 4) Mr. Eusebio Caetano Mendes.	
	O: 4) Executive Engineer, Works Division XIII®, Public Works Department, Mapusa.			O: 5) Mrs. Torcila Filomena Mendes.	
	T: 1) Vasu Lado Kerkar.			O: 6) Agostino Nelson D'Souza.	
184/11 (p) O:	1) Pascoal Xavier Mendes.	320		O: 7) Josephin Perfina D'Souza.	
	O: 2) Francisco Xavier Mendes.			O: 8) Maria Serafia Lobo.	
	O: 3) Executive Engineer, Works Division XIII®, Public Works Department, Mapusa.			O: 9) Carlos Raikar.	
	T: 1) Yeshwant Vishnu Gadekar.			O: 10) Vaikunta Vithal Vaingankar.	
184/12 (p) O:	1) Edal Rodrigues.	176		O: 11) Benjamin Gomes.	
	O: 2) Executive Engineer, Works Division XIII®, Public Works Department, Mapusa.			O: 12) Maria Vaz.	
184/13 (p) O:	1) A. D. S. Carvalho.	40		O: 13) Philip Vaz.	
	O: 2) Executive Engineer, Works Division XIII®, Public Works Department, Mapusa.			O: 14) Richard Lobo.	
	T: 1) Saju Yeso Naik.			O: 15) Maria Espiciosa De Souza.	
184/19 (p) O:	1) Comunidade Fraternal Aldona.	25		O: 16) Reshma R. Bandodkar.	
	O: 2) Executive Engineer, Works Division XIII®, Public Works Department, Mapusa.			O: 17) Eknath Krishna Gaonkar.	
184/18 (p) O:	1) Comunidade Fraternal Aldona.	1900		O: 18) David Mendes.	
	O: 2) Executive Engineer, Works Division XIII®, Public Works Department, Mapusa.			O: 19) Clara D'Souza.	
	T: 1) Pandurang Rama Bhagat.			O: 20) Olinda Pereira Cardoso.	
189/1 (p) O:	1) Olive Lobo.	150		O: 21) Cynthia Pereira.	
	Aldona.			O: 22) Bella Barreto.	
	T: 1) Mukund Gadekar.			O: 23) Executive Engineer, Works Division XIII®, Public Works Department, Mapusa.	
188/2 (p) O:	1) Comunidade Fraternal Aldona.	100		O: 24) Lawrence Xavier Fernandes.	
	T: 1) Maria Joaquim Souza.			O: 25) Clara D'Souza.	
				O: 26) Usman Rahim.	
			28/1- G O:	1) Olinda Pereira Cardozo.	265
			140/1 (p) O:	1) Carlos Fereira Alvares.	1900
				2) Mary D'Souza.	
				3) Libonia D'Souza.	
				4) Ana Felicidade Rodrigues.	
				5) Jose Marian D'Souza.	
				6) Ulhas Ananta Dhuri.	
				7) Suhas Ananta Dhuri.	
				8) Hirabai Ananta Dhuri.	
				9) Amaldine Faustine Fernandes.	

1	2	3	1	2	3
	10) Ignatius De Souza.		141/1 (p) O:	1) Smt. Alda Barbosa D'Mello.	425
	11) Joao Mariano De Souza.			O: 2) Mr. Manual Xavier D'Mello.	
	12) Anant Narayan Kamat.			T: 1) Kesar Mahambre.	
	13) Rafael Dias.			T: 2) Rajaram Pandurang Pawar.	
	14) Vinita Maria Dias.		141/2 (p) O:	1) Smt. Alda Barbosa D'Mello.	10
	15) Malti M. Warde.			O: 2) Mr. Manual Xavier D'Mello.	
	16) Thomas Zakaries Dias.			T: 1) Kesar Mahambre.	
	17) Felix De Souza.			T: 2) Ana Paula Fernandes.	
	18) Lavina De Souza.		29/4 (p) O:	1) Jaidev Vasudev Pole alias	80
	19) Jagannath Dharma Palni.			Dinesh Vasudev Polle.	
	20) Linda Tavares.			O: 2) Ravindra Rohidas Polle.	
	21) Laxmikant Yeshwant Phadte.			O: 3) Tanaji Shripad Polle.	
	22) Satish Raman Menon.			O: 4) Sudharnali Sudhan	
	23) Maria Jasmin Lobo.			Calangutkar.	
	24) Roshan A. Shetye.			T: 1) Rohidas Jaydev Pale.	
	25) Dora Catharina Lobo E		30/2 (p) O:	1) Adv. Carlos Pereira Alvares.	535
	Fernandes.			O: 2) Kalidas M. Bhosle.	
	26) Uday Pundalik Mandrekar.			O: 3) Geeta H. Nervekar.	
	27) Thomas Da Cruz.			O: 4) Janardhan Shanu Nagvekar.	
	28) Casmiro Ubaldo D'Souza.		31/1 (p) O:	1) Ramakant Sitaram Polle.	90
	29) Camira Ubaldina D'Souza.			O: 2) Ramakant Sitaram Polle.	
	30) Brahmadev M. Gawas.			T: 1) Sitaram Yeshwant Pole.	
	31) Joaquim Francis Gustavo		31/2 (p) O:	1) Ivo Furtado Cabral.	235
	Gomes.			O: 2) Honorio Furtado Cabral.	
	32) Varsha Chandrakant			T: 1) Jagnath Anant Panajkar.	
	Mahambray.		31/3 (p) O:	1) Shri Dev Sankleshwar.	70
	33) Inacio Dias.		137/1 (p) O:	1) Carlos Fereira Alvares.	125
	34) Paulina Dias.			T: 1) Ramnath Dharma Falkar.	
	35) Albino Dias.		137/2 (p) O:	1) Maria Bernadetta	305
	36) Vishwambar Vaman Panjkar.			Damaseena Pinto.	
	37) Milan Mahadev Polle.			T: 1) Vasu Raghunath Panjkar.	
	38) Joaquim Filipe de Souza.			T: 2) Budhaji Biku Pole.	
	39) Tome Chandy.		136/1 (p) O:	1) Shantabai G. Polle.	105
	40) Minguelinho Chandy		32/2 (p) O:	1) Ivo Furtado Cabral.	220
	Mathew.			O: 2) Honorio Furtado Cabral.	
	41) Manorama Manohar			T: 1) Jaganath Anant Panajikor.	
	Madkaikar.		32/1 (p) O:	1) Rashimi Ragunath Gaokar.	190
	42) Dyaneshwar Vittu Panjkar.			O: 2) Raugunath R.Goakar.	
	43) Caitanina Peixote.			O: 3) Nayari Dilip Panjkar.	
	44) Vishwanath T. Polle.			O: 4) Sonu Vinayak Govekar.	
	45) Sushanti Usgaonkar.			O: 5) Umesh Raghuvir Panjkar.	
	46) Darshana Damodar			O: 6) Urmila Umesh Panjkar.	
	Shirodkar.			O: 7) Vandana Uttam Haldankar.	
	47) Tereza Barreto e Fernandes.			O: 8) Sonu Vinayak Govekar.	
	48) Domingos Rosario Fernandes.		123/1 (p) O:	Ivo Furtado Cabral.	180
	49) Domnic Savio Fernandes.			O: 2) Honorio Furtado Cabral.	
	50) Ganpat Andrade.			T: 1) Shiva Rayu Panjikor.	
	51) C. O. Thomas.		123/2 (p) O:	1) Crishnanath Mortu Pole.	145
	52) Jose S. Tavares.			T: 1) Mortu Krishna Pole.	
	53) Rayu Shiva Panjkar.		123/3 (p) O:	1) Ivo Furtado Cabral.	270
140/1-T(p) O:	Rafael Dias.	80		O: 2) Honorio Furtado Cabral.	
	Vinita Maria Dias.			O: 3) Krishna Ladu Haldankar.	
140/1-S O:	1) Thomas Zakarious Dias.	90		O: 4) Pandurang Ladu Haldankar.	
140/1-H O:	Felix de Souza.	105		T: 1) Ladu Pandu Naik Aldankar.	
	Lavina de Souza.				

1	2	3	1	2	3
122/1 (p) O:	1) Regina Elisa Fernandes.	195		O: 45) Sneha Shrikrishna Kamat.	
122/2 (p) O:	1) Government way.	15		O: 46) Ramesh Y. Ponjekar.	
122/3 (p) O:	1) Proidencia Eugerua Coelho.	120		1) Carlos Fereira Alvares.	365
122/4 (p) O:	1) Government way.	15		O: 2) Pundalik Vishnu Mandrekar.	
122/5 (p) O:	1) Roque Manuel Fernandes.	114		O: 3) Ramnath Dharma Falkar.	
122/6 (p) O:	1) Government way.	25		O: 4) Pandurang Dharma Falkar.	
122/7 (p) O:	1) Carlos Fereira Alvares.	295		O: 5) Nandakishor Jagannath Pole.	
47/1 (p) O:	1) Jose Victor Piedade	950		O: 6) Yesso Ladu Naik Aldankar.	
	Helidor Ranjel.			O: 7) Jairam Bhikaro Shirodkar.	
	O: 2) Milagrina Fernandes.			O: 8) Prakash Kashinath Pole.	
	O: 3) Sunita Chandrakant Pole.			O: 9) Damodar Kashinath Pole.	
	O: 4) Datta Chandrakant Pole.			O: 10) Mariano Fernandes.	
	O: 5) Ankush S. Waerkar.			O: 11) Jayant Jagannath Polle.	
	O: 6) Venkatesh Focro Panjekar.			O: 12) Lawrence Xavier Fernandes.	
	O: 7) Pramila Gurudas Panjekar.			O: 13) Narayan Datta Agarwadkar.	
	O: 8) Ramnath Ganesh Mandrekar.			O: 14) Krishna Shankar Chari.	
	O: 9) Nilangee Naresh Pednekar.			O: 15) Narcis Fernandes.	
	O: 10) Datta Chandrakant Pole.			O: 16) Domnic Fernandes.	
	O: 11) Nanda Dattaram Pole.			<i>Other rights:</i> Two stables belonging to	
	O: 12) Tome Rosario Fernandes.			Martu Krishna Pole and	
	O: 13) Amol Morto Panjekar.			Jaganath Pole.	
	O: 14) Shrimati Shrimantini			O: 1) Jose Victor Piedade	895
	Shripad Pole.			Helidor Ranjel.	
	O: 15) Chandrakant Soma Naik			T: 1) Ladu Pandurang Naik	
	Tuenkar.			Aldonkar.	
	O: 16) Nirmala Namdeo Agarwadekar.		48/16 (p) O:	1) Jose Victor Piedade	40
	O: 17) Ashok Vishnum Agarvadekar.			Helidor Ranjel.	
	O: 18) Padmanabh Dulba Dabolkar.			T: 1) Jaganath Krishna Pole.	
	O: 19) Prakash Rohidas Polle.		120 (p) O:	1) Jaganath Anant Panajekar.	415
	O: 20) Rama D. Vaigankar.		119/1 (p) O:	1) Calisto Fereira Alvares.	100
	O: 21) Krishna Ramesh Mandrekar.			T: 1) Dharma Rauj Pole.	
	O: 22) Mahesh Chandrakant Pole.		116/1 (p) O:	1) Carlos Fereira Alvares.	830
	O: 23) Gurudas Pilarnekar.			T: 1) Ladu Pandurang Naik	
	O: 24) Dulba Padmanabh Dabolkar.			Haldankar.	
	O: 25) Sundari Pandurang Halarnkar.		118/4 (p) O:	1) Podwal Citizenz Consumers	765
	O: 26) Ashok Mortu Pole.			Co-operative Society Ltd.	
	O: 27) Maria Fernandes.		118/3 (p) O:	1) Shiva Raiu Panjekar.	150
	O: 28) Prakash Dattaram Salgaonkar.		117/1 (p) O:	1) Jose Victor Piedade	180
	O: 29) Raviraj Rajanikant Shet.			Helidor Rangel.	
	O: 30) Rama Narayan Tari.			O: 2) Shiva Rayu Panjekar.	
	O: 31) Kalavathi Mahadev Toraskar.			O: 3) Joaquim Paulo Afonso.	
	O: 32) Dilip Vaman Panjekar.			O: 4) Namdev Datta Agarwadkar.	
	O: 34) Pundalik V. Mandrekar.		102/7 (p) O:	1) Jose Victor Piedade	2840
	O: 35) Chandrakant Tukaram Pole.			Helidor Rangel.	
	O: 36) Rosario Antonio Xavier			O: 2) Mahadev Pundolik	
	D'Souza.			Corjuencar.	
	O: 37) Subraia Visnum Ponjekar.			O: 3) Anant Harichandra Polle.	
	O: 38) Laximan Ganesh Mandrekar.			O: 4) Shiva Rayu Panajekar.	
	O: 39) Shreekrishna Dattaram Kamat.			O: 5) Ramrai Demu Polle.	
	O: 40) Mr. Krishna Saulo Naik.			O: 6) Atmaram Kashinath Fari	
	O: 41) Mrs. Suhasini Krishna Naik.			Bhosle.	
	O: 42) Mrs. Latapreeti Prakash Polle.			O: 7) Roulu Laximan Pole.	
	O: 43) Miss Prachi Prakash Polle.			O: 9) Executive Engineer, P.W.D.	
	O: 44) Shrikrishna Dattaram Kamat.			W.D. XIII, Mapusa-Goa.	

1	2	3
	O: 9) Joaquim Paulo Afonso. O: 10) Ravindra R. Polle. O: 11) Sitabai Diukar. O: 12) Shridhar Vaman Polle. O: 13) Pritam Pandurang Khorjuenkar. O: 14) Pramila Pandurang Khorjuenkar. O: 15) Satyavan Subrai Parwar. O: 16) Samiksha Satyavan Parwar.	
103/2 (p)	O: 1) Jose Victor Piedade Helidor Rangel. T: 1) Atmaram Mahadev Pole. <i>Boundaries :</i> North: S. No. 25/19, 25, 24/1, 17, 43/10, 11, 13, 49/4, 10, 9, 8, 58/1, 13, 12, 11, 10, 58/9, 8, 7, 6, 5, 4, 3, 2, 52/15, 13, 51/3, 2, 1, 54/5, 55/1, 2, 56/11, South: S. No. 25/23, 25, 24, 24/1, 19, 20/1, 3, 15/1, 49/10, 13, 50/19, 1, 17, 16, 15, 13, 50/12, 11, 9, 8, 7, 6, 5, 3, 2, 1, 52/15, 13, 51/1, 4, 32, 55/3. East : Road. West : Village Nachinola. <i>Boundaries :</i> North: Road, S. No. 184/3, 11, 12, 13, 18, 19. South: S. No. 184/6, 8, 18, 189/1, 188/2, 3, 4, 1. East : River. West : S. No. 184/3, 4, 6, 11, 18, 183/18, Road. <i>Boundaries :</i> North: S. No. 29/4, 28/1, 30/2, 31/1, 2, 32/1, 2, 47/1, 48/17, 16, 118/4, 3, 117/1, 102/7, 103/2. South: S. No. 140/1, 1-T, 1-S, 1-H, 141/1, 2, 137/1, 2, 136/1, 123/1, 2, 3, 122/1, 7, 120, 116/1, 119/1 102/7. East : S. No. 102/7. West : S. No. 28/1, 1-G 140/1.	175
		Total: 15929
		Grand Total: 59731

By order and in the name of the Governor
of Goa.

Pandarínath N. Naik, Under Secretary (Revenue-I).
Porvorim, 30th March, 2011.

Notification

No. 23/6/2011-RD

Whereas it appears to the Government of Goa (hereinafter referred to as "the Government") that the land specified in the Schedule hereto (hereinafter referred to as the "said land") is needed for public purpose, viz. Land Acquisition for 33/11 KV Mapusa sub-station in Survey No. 145/1 under the jurisdiction of Village Panchayat Assagao.

And whereas in the opinion of the Government the provisions of sub-section (1) of Section 17 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as "the said Act") are applicable.

Now, therefore, the Government hereby notifies under sub-section (1) of Section 4 of the said Act, that the said land is needed for the purpose specified above.

The Government further directs under sub-section (4) of Section 17 of the said Act that the provisions of Section 5-A of the said Act shall not apply in respect of the said land.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyor or other persons employed upon the said land for the purpose of the said acquisition. Any contract for the disposal of the said land by sale, lease, mortgage, assignment, exchange or otherwise or any outlay commenced or improvements made thereon without the sanction of the Collector appointed under paragraph 4 below, after the date of the publication of this notification, will under clause (seventh) of Section 24 of the said Act be disregarded by him while assessing compensation for such parts of the said land as may be finally acquired.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect under Section 6 of the said Act will be published in the Official Gazette and in two daily newspapers and public notice thereof shall be given in due course. If the acquisition is abandoned wholly or in part the fact will also be notified in the same manner.

4. The Government further appoints under clause (c) of Section 3 of the said Act, the Dy. Collector/SDO, Mapusa, Bardez-Goa to perform the functions of a Collector, under the said Act in respect of the said land.

5. The Government also authorizes under sub-section (2) of Section 4 of the said Act, the following Officers to do the acts, specified therein in respect of the said land.

1. The Collector, North Goa District, Panaji-Goa.
2. The Dy. Collector/SDO, Mapusa, Bardez-Goa.
3. The Chief Electrical Engineer, Electricity Department, Panaji-Goa.
4. The Director of Settlement and Land Records, Panaji-Goa.

6. A rough plan of the said land is available for inspection in the Office of the Dy. Collector/SDO, Mapusa, Bardez-Goa for a period of 30 days from the date of publication of this Notification in the Official Gazette.

SCHEDULE

(Description of the said land)

Taluka: Bardez		Village: Assagao
Survey No./ /Sub-Div. No.	Names of the persons believed to be interested	Area in sq. mts.
1	2	3
145/1 part	O: 1. Church Property. 2. Comunidade of Assagao. 3. Comunidade of Assagao (Area 43890 sq. mts.). OR: Cashews are on lease for Rs. 200/- with Sitaram Vithal Naik. <i>Boundaries :</i> North : S. No. 145. South : S. No. 145. East : Village Boundary of Mapusa City. West : S. No. 145.	5415
		Total: 5415

By order and in the name of the Governor
of Goa.

Pandharinath N. Naik, Under Secretary (Revenue-I).
Porvorim, 8th April, 2011.

Notification

No. 23/48/2009-RD

Whereas by Government Notification No. 23/48/2009-RD dated 01-04-2010 published on pages 54 to 56 of Series II No. 3 of the Official Gazette dated 15-04-2010 and in two local newspapers (1) "Herald" dated 07-04-2010 and (2) "Pudhari" dated 06-04-2010, it was notified under Section 4 of the Land Acquisition Act, 1894 (Central Act 1 of

1894) (hereinafter referred to as "the said Act"), that the land specified in the Schedule appended to the said Notification was likely to be needed for the public purpose viz. L. A. for Construction of internal road at Xelvona to Xic-Xelvona at Village of Quepem Taluka.

And whereas, the Government of Goa (hereinafter referred to as the "Government") after considering the report made under sub-section (2) of Section 5-A the said Act is satisfied that the land specified in the Schedule hereto is needed for the public purpose specified above (hereinafter referred to as the "the said land").

Now, therefore, the Government hereby declares under Section 6 of the said Act that the said land is required for the public purpose specified above.

2. The Government also appoints, under clause (c) of Section 3 of the said Act, the Dy. Collector & SDO, Quepem-Goa, to perform the functions of a Collector, for all proceedings hereinafter to be taken in respect of the said land, and directs him under Section 7 of the said Act to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the office of the said the Dy. Collector & SDO, Quepem-Goa, till the award is made under Section 11.

SCHEDULE

(Description of the said land)

Taluka: Quepem		Village: Xelvona, Xic-Xelvona
Survey No./ /Sub-Div. No.	Names of the persons believed to be interested	Approx. area in sq. mts.
1	2	3
Class of Land: Rice		
21/20 part	O: 1. Sebastiao Fegueiredo. T: 1. Pissolo Bhiku Dessai.	380
21/16 part	Not known.	65
21/15 part	O: 1. Ayub Khan. T: 1. Shantaram Mahadeo Dessai.	40
21/1 part	O: 1. Shripad Datta Uttam Kamol. 2. Mangush Bhikaro. 3. Dollo Dessai. T: 1. Uttam Chandru Fotto Dessai.	630
21/76 part	O: 1. Gopi Salu Fatto Dessai.	5
20/1 part	O: 1. Nira Devidas. 2. Mohandas Nilakant Sinai. Malcarnekar. 3. The Executive Engineer, Works Division XVIII, PWD, Ponda-Goa.	305

1	2	3
20/2	O: 1. Tukaram Pandu Fotto Dessai. 2. The Executive Engineer, Works Division XVIII, PWD, Ponda-Goa.	150
20/3 part	O: 1. Chandru Shiva Kuelkar. 2. The Executive Engineer, Works Division XVIII, PWD, Ponda-Goa. T: 1. Salvador Mascarenhas.	40
Class of Land: Garden		
77/22 part	O: 1. Chandrakant Malu Fatto Dessai.	20
77/18 part	O: 1. Saju Kusta Fotto Dessai. 2. Gopinath Kusta Fotto Dessai. O.R: 1. Luis Travasso.	50
77/17 part	O: 1. Caitan Cost.	18
Class of Land: Rice		
80/1 part	O: 1. Raghuvir Sunkur Fotto Dessai. 2. Babani Surya Fotto Dessai. 3. Suju Kust Fotto Dessai. 4. Rama Fotto Dessai. 5. Datta Baburao Fotto Dessai. 6. Datta Shavalo Dessai. 7. Hari Laxman Dessai. 8. Francisco Figueredo. 9. Mahadev Ranu Fotto Dessai. 10. Anton Joao Costa. 11. Caitan Costa. 12. Nacit Costa. 13. Santan D'Costa. 14. Camil Costa. 15. Datta Suvlo Dessai. 16. Chandrakant Malu Fotto Dessai. 17. Gunvanti Govind Dessai. 18. Raghuvir Khankar Fotto Dessai. 19. Gopi Sutu Fotto Dessai. 20. Mangush Bhikaro Fotto Dessai. 21. Chandrakant Malu Fotto Dessai. 22. Malgadas Kalu Fotto Dessai. 23. Gopinath Kusta Fotto Dessai. 24. The Executive Engineer, Works Division XVIII, PWD, Ponda-Goa.	395

1	2	3
O.R:		
House owned by: A, B, C,) Sebastiao Costa. D) St. Fatima Chapel. E) Anand Mahadev Dessai. Dattaram Devidas. Gopinath Keshav Devidas. H) Loyo Bhiku Dessai. I) Datta Savlo Dessai. J) Salvador Mascarenhas. K) Salvador Mascarenhas. L) Anton Joao Costa. M) Caitan Costa. N) Nacil Costa. O) Chandrakant Malu Dessai.		
4/1 part	O: 1. Comunidade of Shelvon. 2. The Executive Engineer, Works Division XVIII, PWD, Ponda-Goa. T: 1. Joao Costa.	450
Class of Land: Garden		
2/2 part	O: 1. Nuno Cunha Gonsalves. 2. The Executive Engineer, Works Division XVIII, PWD, Ponda-Goa.	450
Class of Land: Rice		
14/1 part	O: 1. Ramnath Mahabeleshwar Sinai Curchorcar. T: 1. Francisco Fernandes.	220
Class of Land: Garden		
17 part	O: 1. Ganesh Shankar Bauth Dessai. 2. Yeshwant Baburav Dessai, plot No. 4. 3. Pramila Premanand Naik, plot Nos. 6 & 7. 4. Vasudev Naik, plot Nos. 5 & 3. 5. Diego S. D. Souza. 6. Jovino P. C. Rodrigues, plot No. 8. 7. Nagu Gopinath Naik. 8. Arjun M. Pednekar. 9. Ramu Gangaram Naik. 10. Khushali Shamba Fotto Dessai. 11. Kalayya Buchayya. 12. Lilavti H. Kalya. 13. Udhava Vassant Naique. 14. Essu Devappa Dessai. 15. Shreya Vishwas Naik. 16. Vishwas Gopinath Naik.	150

1	2	3
	17. Modhu Gopinath Naik.	
	18. Rasika alias Baby Modhu Naik.	
	O.R.: 1. Nagu Gopinath Naik.	
	<i>Boundaries :</i>	
	North : S. No. 21/1, 76, 77/22, 18, 17, 80/1.	
	South : S. No. 21/44, 20/1, 3, 4/1, 4, 2/2.	
	East : S. No. 1/1.	
	West : S. No. 21/1, 15, 16, 20.	
	North : S. No. 17.	
	South : 18/2.	
	East : S. No. 17.	
	West : S. No. 17.	
		Total: 3368

By order and in the name of the Governor of Goa.

Pandharinath N. Naik, Under Secretary (Rev-I).
Porvorim, 7th April, 2011.

Corrigendum

No. 23/73/2006-RD

Read: Government Notification No. 23/73/2006-RD dated 10-02-2009, published in the Official Gazette, Series II No. 48, pages 1112 to 1127, dated 26-02-2009 and in two local newspapers viz. "The Navhind Times" and "Goa Doot" both dated 14-02-2009, regarding land acquisition for construction of various roads in V. P. Keri, Terekhol in Mandrem Constituency.

In the Schedule appended to the above referred Notification issued under Section 6 of the Land Acquisition Act, 1894, the area indicated against survey No. 141/part shall be read as 162 sq. mts. instead of 161 sq. mts.

The rest of the contents of above read Notification shall remain unchanged.

By order and in the name of the Governor of Goa.

Pandharinath N. Naik, Under Secretary (Rev-I).
Porvorim, 8th April, 2011.

Corrigendum

No. 23/31/2010-RD

Read: Notification No. 23/31/2010-RD dated 10-01-2011, published in the Official Gazette, Series II No. 43 dated 20-01-2011 regarding Land Acquisition for the Construction of balance road in Navelim Constituency (addl. area-III).

In the Schedule appended to the above referred Notification, under Carmona Village against survey No. 2/1 (part) no area has been shown which may be read as 200 sq. mts. Further an area of 25 sq. mts. mentioned against the survey No. 17/18 (Part) under Varca Village shall be omitted.

The rest of the contents of the above referred Notification shall remain unchanged.

By order and in the name of the Governor of Goa.

Pandharinath N. Naik, Under Secretary (Rev-I).
Porvorim, 8th April, 2011.

Department of Town & Country Planning

Relieving Order

Ref. No. 17/1/TP-UD/TCP/2011/1809

Order: No. 17/1/TP-UD/TCP/2010/4321/dated 6-12-2010.

In pursuance to the above referred Order and reporting of Shri Sandip P. Surlakar, Deputy Town Planner on 12-4-2011 (f.n.) and in pursuance to his relieving Order No. SGPDA/PF/SS/106/11-12 dated 11-4-2011 from South Goa Planning & Development Authority, Margao from the post of Member Secretary/Town Planning Officer on deputation to the said Authority.

Shri Rajesh Naik, Town Planner of South Goa District Office, TCP Department, Margao is hereby relieved from the South Goa District Office, TCP Department, Margao with immediate effect and posted as Member Secretary/Town Planning Officer of South Goa Planning & Development Authority, Margao for a initial period of one year from the date of his joining. His deputation will be governed as per the deputation Rules amended from time to time.

Shri Sandip P. Surlakar is posted as Deputy Town Planner, South Goa District Office, TCP Department, Margao with immediate effect.

Morad Ahmad, Chief Town Planner & ex officio Joint Secretary.

Panaji, 12th April, 2011.



Department of Women & Child Development

Directorate of Women & Child Development

Notification

F. No. 2-109(5)-2010/DWCD/1778

Read: i) Notification No. 2-109(5)-2008/DWCD//1194 dated 28-8-2009.

ii) Corrigendum No. 2-109(5)-2008/DWCD/2084 dated 1-12-2009.

In partial modification of the notification referred above, the Juvenile Justice Board constituted under the Juvenile Justice (Care and Protection of Children) Act, 2000 for the North and South Goa District shall have their sittings at Apna Ghar, Mercedes-Goa with immediate effect as follows until further orders:

Name of the Juvenile Board	Days of sittings
Juvenile Justice Board, North Goa	Every Mondays and Thursdays.
Juvenile Justice Board, South Goa	Every Tuesdays and Fridays.

The Order No. 2-109(5)-2010/DWCD/65 dated 6-1-2011 stands withdrawn. The other conditions remain unchanged.

By order and in the name of the Governor of Goa.

Sanjiv M. Gadkar, Director & ex officio Joint Secretary (Women & Child Development).

Panaji, 7th April, 2011.

Notification

F. No. 2-107(70)-2010/DWCD/1816

Read: 1. Notification No. 2-103(69)-2004/DWCD/PART-I/1965 dated 10-12-2008.

2. Notification No. 2-103(69)-2004/DWCD/PART-I/2197 dated 05-01-2009.

Consequent upon the resignation tendered by Smt. Anjali Walavalkar, Member, Child Welfare Committee (North and South District), Apna Ghar, Mercedes-Goa, the Government of Goa is pleased to amend the notifications referred above as under:

"The name of Smt. Anjali Walavalkar appearing at Sr. No. 4 of the notifications referred above shall be replaced and substituted with the name of Smt. Patricia Correa Colaco r/o E-13 La Marvel Colony, Dona Paula-Goa with immediate effect."

The term of the above member Smt. Patricia Colaco will be co-terminus with the tenure of the other members of the Committee.

All the other terms and conditions of the Notification dated 10-12-2008 remain the same.

By order and in the name of the Governor of Goa.

Sanjiv M. Gadkar, Director & ex officio Joint Secretary (Women & Child Development).

Panaji, 11th April, 2011.